

IN THE CIRCUIT COURT FOR *Baltimore*

(City or County)

CIVIL - NON-DOMESTIC CASE INFORMATION SHEET

DIRECTIONS

Plaintiff: This Information Report must be completed and attached to the complaint filed with the Clerk of Court unless your case is exempted from the requirement by the Chief Judge of the Court of Appeals pursuant to Rule 2-111(a).

Defendant: You must file an Information Report as required by Rule 2-323(h).

THIS INFORMATION REPORT CANNOT BE ACCEPTED AS A PLEADING

FORM FILED BY:	<input checked="" type="checkbox"/> PLAINTIFF <input type="checkbox"/> DEFENDANT	CASE NUMBER
CASE NAME:	<i>DR KEENAN CONED ET AL</i> vs.	WORKTIME (Clerk to insert)
PARTY'S NAME:	<i>DR KEENAN CONED</i>	Defendant
PARTY'S ADDRESS:	<i>1236 Kendric Rd.</i>	
PARTY'S E-MAIL:	<i>Supremegrandbishope@gmail.com</i>	
If represented by an attorney:		
PARTY'S ATTORNEY'S NAME:	PHONE:	
PARTY'S ATTORNEY'S ADDRESS:		
PARTY'S ATTORNEY'S E-MAIL:		
JURY DEMAND?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
RELATED CASE PENDING?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, Case #(s), if known:
ANTICIPATED LENGTH OF TRIAL?: <i>3</i> hours <i>3</i> days		
PLEADING TYPE		
New Case:	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Post-Judgment	<input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Amendment <input type="checkbox"/> Appeal
If filing in an existing case, skip Case Category/ Subcategory section – go to Relief section.		
IF NEW CASE: CASE CATEGORY/SUBCATEGORY (Check one box.)		

TORTS	PUBLIC LAW	OTHER
<input type="checkbox"/> Asbestos	<input type="checkbox"/> Government	<input type="checkbox"/> Constructive Trust
<input type="checkbox"/> Assault and Battery	<input type="checkbox"/> Insurance	<input type="checkbox"/> Contempt
<input type="checkbox"/> Business and Commercial	<input type="checkbox"/> Product Liability	<input type="checkbox"/> Deposition Notice
<input type="checkbox"/> Conspiracy	PROPERTY	<input type="checkbox"/> Dist Ct Mtn Appeal
<input type="checkbox"/> Conversion	<input type="checkbox"/> Adverse Possession	<input type="checkbox"/> Financial
<input type="checkbox"/> Defamation	<input type="checkbox"/> Breach of Lease	<input type="checkbox"/> Grand Jury/Petit Jury
<input type="checkbox"/> False Arrest/Imprisonment	<input type="checkbox"/> Detinue	<input type="checkbox"/> Miscellaneous
<input type="checkbox"/> Fraud	<input type="checkbox"/> Distress/Distrain	<input type="checkbox"/> Perpetuate
<input type="checkbox"/> Lead Paint – DOB of Youngest Plt: _____	<input type="checkbox"/> Ejectment	Testimony/Evidence
<input type="checkbox"/> Loss of Consortium	<input type="checkbox"/> Forcible Entry/Detainer	<input type="checkbox"/> Prod. of Documents Req.
<input type="checkbox"/> Malicious Prosecution	<input type="checkbox"/> Foreclosure	<input type="checkbox"/> Receivership
<input type="checkbox"/> Malpractice-Medical	<input type="checkbox"/> Commercial	<input type="checkbox"/> Sentence Transfer
<input type="checkbox"/> Malpractice-Professional	<input type="checkbox"/> Residential	<input type="checkbox"/> Set Aside Deed
<input type="checkbox"/> Misrepresentation	<input type="checkbox"/> Currency or Vehicle	<input type="checkbox"/> Special Adm. – Atty
<input type="checkbox"/> Motor Tort	<input type="checkbox"/> Deed of Trust	<input type="checkbox"/> Subpoena Issue/Quash
<input type="checkbox"/> Negligence	<input type="checkbox"/> Land Installments	<input type="checkbox"/> Trust Established
<input type="checkbox"/> Nuisance	<input type="checkbox"/> Lien	<input type="checkbox"/> Trustee Substitution/Removal
<input type="checkbox"/> Premises Liability	<input type="checkbox"/> Mortgage	<input type="checkbox"/> Witness Appearance-Compel
<input type="checkbox"/> Product Liability	<input type="checkbox"/> Right of Redemption	PEACE ORDER
<input type="checkbox"/> Specific Performance	<input type="checkbox"/> Statement Condo	<input type="checkbox"/> Peace Order
<input type="checkbox"/> Toxic Tort	FORFEITURE OF PROPERTY / PERSONAL ITEM	EQUITY
<input type="checkbox"/> Trespass	<input type="checkbox"/> Forfeiture of Property / Personal Item	<input type="checkbox"/> Declaratory Judgment
<input type="checkbox"/> Wrongful Death	<input type="checkbox"/> Fraudulent Conveyance	<input type="checkbox"/> Equitable Relief
CONTRACT	<input type="checkbox"/> Landlord-Tenant	<input type="checkbox"/> Injunctive Relief
<input type="checkbox"/> Asbestos	<input type="checkbox"/> Lis Pendens	<input type="checkbox"/> Mandamus
<input type="checkbox"/> Breach	<input type="checkbox"/> Mechanic's Lien	OTHER
<input type="checkbox"/> Business and Commercial	<input type="checkbox"/> Ownership	<input type="checkbox"/> Accounting
<input type="checkbox"/> Confessed Judgment (Cont'd)	<input type="checkbox"/> Partition/Sale in Lieu	<input type="checkbox"/> Friendly Suit
<input type="checkbox"/> Construction	<input type="checkbox"/> Quiet Title	<input type="checkbox"/> Grantor in Possession
<input type="checkbox"/> Debt	<input type="checkbox"/> Rent Escrow	<input type="checkbox"/> Maryland Insurance Administration
<input type="checkbox"/> Fraud	<input type="checkbox"/> Return of Seized Property	<input type="checkbox"/> Miscellaneous
	<input type="checkbox"/> Right of Redemption	<input type="checkbox"/> Specific Transaction
	<input type="checkbox"/> Tenant Holding Over	<input type="checkbox"/> Structured Settlements

IF NEW OR EXISTING CASE: RELIEF (Check All that Apply)

<input type="checkbox"/> Abatement	<input type="checkbox"/> Earnings Withholding	<input type="checkbox"/> Judgment-Default	<input type="checkbox"/> Reinstatement of Employment
<input type="checkbox"/> Administrative Action	<input type="checkbox"/> Enrollment	<input type="checkbox"/> Judgment-Interest	<input type="checkbox"/> Return of Property
<input type="checkbox"/> Appointment of Receiver	<input type="checkbox"/> Expungement	<input type="checkbox"/> Judgment-Summary	<input type="checkbox"/> Sale of Property
<input checked="" type="checkbox"/> Arbitration	<input type="checkbox"/> Financial Exploitation	<input checked="" type="checkbox"/> Liability	<input type="checkbox"/> Specific Performance
<input type="checkbox"/> Asset Determination	<input type="checkbox"/> Findings of Fact	<input type="checkbox"/> Oral Examination	<input type="checkbox"/> Writ-Error Coram Nobis
<input type="checkbox"/> Attachment b/f Judgment	<input type="checkbox"/> Foreclosure	<input checked="" type="checkbox"/> Order	<input type="checkbox"/> Writ-Execution
<input type="checkbox"/> Cease & Desist Order	<input checked="" type="checkbox"/> Injunction	<input type="checkbox"/> Ownership of Property	<input type="checkbox"/> Writ-Garnish Property
<input type="checkbox"/> Condemn Bldg	<input type="checkbox"/> Judgment-Affidavit	<input type="checkbox"/> Partition of Property	<input type="checkbox"/> Writ-Garnish Wages
<input type="checkbox"/> Contempt	<input type="checkbox"/> Judgment-Attorney Fees	<input type="checkbox"/> Peace Order	<input type="checkbox"/> Writ-Habeas Corpus
<input checked="" type="checkbox"/> Court Costs/Fees	<input type="checkbox"/> Judgment-Confessed	<input type="checkbox"/> Possession	<input type="checkbox"/> Writ-Mandamus
<input checked="" type="checkbox"/> Damages-Compensatory	<input type="checkbox"/> Judgment-Consent	<input checked="" type="checkbox"/> Production of Records	<input type="checkbox"/> Writ-Possession
<input checked="" type="checkbox"/> Damages-Punitive	<input type="checkbox"/> Judgment-Declaratory	<input type="checkbox"/> Quarantine/Isolation Order	

If you indicated **Liability** above, mark one of the following. This information is not an admission and may not be used for any purpose other than Track Assignment.

Liability is conceded. Liability is not conceded, but is not seriously in dispute. Liability is seriously in dispute.

MONETARY DAMAGES (Do not include Attorney's Fees, Interest, or Court Costs)

<input type="checkbox"/> Under \$10,000	<input type="checkbox"/> \$10,000 - \$30,000	<input type="checkbox"/> \$30,000 - \$100,000	<input checked="" type="checkbox"/> Over \$100,000
<input checked="" type="checkbox"/> Medical Bills \$ _____	<input checked="" type="checkbox"/> Wage Loss \$ _____	<input type="checkbox"/> Property Damages \$ _____	

ALTERNATIVE DISPUTE RESOLUTION INFORMATION

Is this case appropriate for referral to an ADR process under Md. Rule 17-101? (Check all that apply)

A. Mediation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	C. Settlement Conference <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
B. Arbitration <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	D. Neutral Evaluation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

SPECIAL REQUIREMENTS

If a Spoken Language Interpreter is needed, **check here** and attach form CC-DC-041

If you require an accommodation for a disability under the Americans with Disabilities Act, **check here** and attach form CC-DC-049

ESTIMATED LENGTH OF TRIAL

With the exception of Baltimore County and Baltimore City, please fill in the estimated **LENGTH OF TRIAL**.

(Case will be tracked accordingly)

<input type="checkbox"/> 1/2 day of trial or less	<input type="checkbox"/> 3 days of trial time
<input type="checkbox"/> 1 day of trial time	<input type="checkbox"/> More than 3 days of trial time
<input type="checkbox"/> 2 days of trial time	

BUSINESS AND TECHNOLOGY CASE MANAGEMENT PROGRAM

For all jurisdictions, if Business and Technology track designation under Md. Rule 16-308 is requested, attach a duplicate copy of complaint and check one of the tracks below.

<input type="checkbox"/> Expedited - Trial within 7 months of Defendant's response	<input type="checkbox"/> Standard - Trial within 18 months of Defendant's response
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EMERGENCY RELIEF REQUESTED

**COMPLEX SCIENCE AND/OR TECHNOLOGICAL CASE
MANAGEMENT PROGRAM (ASTAR)**

*FOR PURPOSES OF POSSIBLE SPECIAL ASSIGNMENT TO ASTAR RESOURCES JUDGES under
Md. Rule 16-302, attach a duplicate copy of complaint and check whether assignment to an ASTAR is requested.*

<input type="checkbox"/> Expedited - Trial within 7 months of Defendant's response	<input type="checkbox"/> Standard - Trial within 18 months of Defendant's response
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***IF YOU ARE FILING YOUR COMPLAINT IN BALTIMORE CITY, OR BALTIMORE COUNTY,
PLEASE FILL OUT THE APPROPRIATE BOX BELOW.***

CIRCUIT COURT FOR BALTIMORE CITY (CHECK ONLY ONE)

<input checked="" type="checkbox"/> Expedited	Trial 60 to 120 days from notice. Non-jury matters.
<input type="checkbox"/> Civil-Short	Trial 210 days from first answer.
<input type="checkbox"/> Civil-Standard	Trial 360 days from first answer.
<input type="checkbox"/> Custom	Scheduling order entered by individual judge.
<input type="checkbox"/> Asbestos	Special scheduling order.
<input type="checkbox"/> Lead Paint	Fill in: Birth Date of youngest plaintiff_____.
<input type="checkbox"/> Tax Sale Foreclosures	Special scheduling order.
<input type="checkbox"/> Mortgage Foreclosures	No scheduling order.

CIRCUIT COURT FOR BALTIMORE COUNTY

<input type="checkbox"/> Expedited (Trial Date-90 days)	Attachment Before Judgment, Declaratory Judgment (Simple), Administrative Appeals, District Court Appeals and Jury Trial Prayers, Guardianship, Injunction, Mandamus.
<input type="checkbox"/> Standard (Trial Date-240 days)	Condemnation, Confessed Judgments (Vacated), Contract, Employment Related Cases, Fraud and Misrepresentation, International Tort, Motor Tort, Other Personal Injury, Workers' Compensation Cases.
<input type="checkbox"/> Extended Standard (Trial Date-345 days)	Asbestos, Lender Liability, Professional Malpractice, Serious Motor Tort or Personal Injury Cases (medical expenses and wage loss of \$100,000, expert and out-of-state witnesses (parties), and trial of five or more days), State Insolvency.
<input type="checkbox"/> Complex (Trial Date-450 days)	Class Actions, Designated Toxic Tort, Major Construction Contracts, Major Product Liabilities, Other Complex Cases.

2/28/22

Date

1236 Kendrick Rd

Address

ROSETTE

City

MD

State

21237

Mr. Keenan Caffeld

Signature of Counsel / Party

Attorney Number

DR. KEENAN CAFFELD

Printed Name

IN THE CIRCUIT COURT FOR BALTIMORE CITY, MARYLAND

DR. KEENAN COFIELD, JD/Ph.D/Psy.D/DD
and The Supreme GRAND Bishop-Cofield
**PLAINTIFFS SEEK TO FILE THIS ACTION INDIVIDUALLY AND
JOINTLY TO INCLUDE ANY AND ALL BLACK CLAIMANTS WHO
IN THE PAST 3 TO 10 YEARS HAVE FILED ACCIDENT CLAIMS
WITH PROGRESSIVE DEFENDANTS OFFERING BLACKS BASED
UPON RACE SMALL OR NO SETTLEMENT CONTRACT OFFERS AS
WHITE CLAIMANTS HAVE RECEIVED AND ENJOYED AS A BENEFIT
BECAUSE OF RACE AND WHITE IS A GUARANTEED RIGHT TO
MORE MONEY THAN BLACKS FOR LESS ENSURING BLACK CLAIMANTS
NEVER GET A FAIR SETTLEMENT OFFER AS THAT OF WHITES IN
IN LIFE AT PROGRESSIVE IS THE POLICY GUARANTEEING WHITES
SETTLEMENT CONTRACTS ARE FAIR GREATER THEN BLACK BECAUSE
YOU BLACK AS RACE IS THE MOTIVATING FACTOR
4109 CUTTY SARK RD.
MIDDLE RIVER, MD 21220
EMAIL:psychdotor101@gmail.com
and Superemegrandbishop@gmail.com**

LAVERNE THOMPSON-(82 year old Mother Victim)
1236 KENDRICK RD.
ROSEDALE, MD 21237

K [REDACTED] N [REDACTED]-Daughter-(17 Years old)
1236 KENDRICK RD.
ROSEDALE, MD 21237

MAILING ADDRESS:

DR. KEENAN COFIELD
1236 KENDRICK RD.
ROSEDALE, MARYLAND 21237
443-554-3715

PLAINTIFF(S)/CLAIMANTS

Vs

CASE AND CLAIM NUMBER: _____

RESIDENT AGENT:

NICOLE WINTER, Resident Agent

WORKTIME, INC.

8900 MILLERS ISLAND BLVD.

SPARROWS, MD 21219

WORKTIME, INC. OWNERS/OPERATORS

8900 MILLERS ISLAND BLVD.

SPARROWS, MD 21219

WORKTIME, INC.

JOHN DOE OR JANE DOE-DRIVER OF DUMP TRUCK #26

8900 MILLERS ISLAND BLVD.

SPARROWS, MD 21219

PROGRESSIVE CLAIMS

THE PROGRESSIVE CORPORATION

747 ALPHA DRIVE

HIGHLAND HEIGHTS, OHIO 44143

PROGRESSIVE INSURANCE

PROGRESSIVE CASUALTY INSURANCE COMPANY

6300 WILSON MILLS RD.

MAYFIELD VILLIAGE, OHIO 44143

PROGRESSIVE INSURANCE

CLAIMS

477 VIKING DR.

VIRGINIA BEACH, VA 23452-7349

PROGRESSIVE INSURANCE

THE PROGRESSIVE CORPORATION

6300 WILSON MILLS RD.

MAYFIELD VILLIAGE, OHIO 44143

PROGRESSIVE INSURANCE

PROGRESSIVE COMMERCIAL CASUALTY COMPANY

6300 WILSON MILLS RD.

MAYFIELD VILLIAGE, OHIO 44143

PROGRESSIVE INSURANCE

PROGRESSIVE DIRECT INSURANCE COMPANY

6300 WILSON MILLS RD.

MAYFIELD VILLIAGE, OHIO 44143

PROGRESSIVE INSURANCE
KEVIN MCNEIL, CLAIMS ADJUSTER
6300 WILSON MILLS RD.
MAYFIELD VILLIAGE, OHIO 44143

PROGRESSIVE INSURANCE
CLAIMS
6300 WILSON BLVD.
MAYFIELD VILLIAGE, OHIO 44143-2182

PROGRESSIVE CASUALTY INSURANCE COMPANY
MS. ANNIE DAVIS
6300 WILSON BLVD.
MAYFIELD VILLIAGE, OHIO 44143-2182

PROGRESSIVE CASUALTY INSURANCE COMPANY
GLENN M. RENWICK, EXECUTIVE CHAIRMAN &
6300 WILSON BLVD.
MAYFIELD VILLIAGE, OHIO 44143-2182

PROGRESSIVE CASUALTY INSURANCE COMPANY
SUSAN P. GRIFFITH, CEO, PRES. AND DIRECTOR
6300 WILSON BLVD.
MAYFIELD VILLIAGE, OHIO 44143-2182

PROGRESSIVE INSURANCE & CLAIMS COMPANY
THE PROGRESSIVE CORPORATION
2100 Eastern Ave
Baltimore, MD 21231

PROGRESSIVE INSURANCE & CLAIMS COMPANY
THE PROGRESSIVE CORPORATION-PROGRESSIVE CASUALTY INSURANCE CO.
C/O MARIE STARRETT-PROGRESSIVE AGENT
6300 WILSON BLVD.
MAYFIELD VILLAGE, OHIO 44143-2182

**ALL DEFENDANTS OR RESPONDENTS ARE BEING SUED AND/OR CLAIMS
FILED IN THEIR INDIVIDUAL AND OFFICIAL CAPACITY**

DEMAND FOR TRIAL BY JURY
2). **PROCEDURAL AND FACTUAL BACKGROUND**

On or about the 19th of July, 2021 the Claimant was driving behind a WORKTIME, INC. TRUCK #26, at approximately 2:19 pm on 95 South (Baltimore County, MD) near the Eastern Ave. EXITS. The Claimant found himself boxed in or in a cluster and was unable to pass or safely get around Truck #26. **(The Claimant with his elderly mother and daughter) were temporarily trapped in a cluster vehicle action. All the acts, conduct and negligent occurrences described herein by the Plaintiff(s) of each Defendant occurred in (Baltimore County/City, MD)**

3). The Plaintiff Cofield used his vehicle as described above in a reasonably foreseeable and safe manner; the Defendants/Respondents Dump Truck began dumping and spreading debris pelting the Claimants Mercedes Benz that carried a failed or faulty rear dump truck rear door that was not secure and opened at the bottom which allowed debris, rocks, etc. to negligently escape that caused property damages almost \$4,000 dollars and personal to permanent injuries.

4). The Plaintiff/Claimant Dr. Cofield suffered serious to permanent injuries as described below and his Mother LaVerne Thompson and daughter K█████ N█████ suffered minor pain and suffering, injuries or harm as a result of the defect or failure to inspect the vehicle hatch or dump truck rear door and all inspection items as required by law before the truck left its location to the highway.

**NO PROGRESSIVE INSURANCE ENTITY IS PROPERLY OR LEGALLY ASSIGNED AS A
LEGAL COMPANIES TO DO BUSINESS IN THE STATE OF MARYLAND ACCORDING
TO THE MARYLAND OFFICE OF ASSESSMENT AND TAXATION AS A FOREIGN
ENTITY, DBA, ETC.**

An investigation has revealed that The Progressive Corporation, Progressive Insurance, and/or Progressive Claims to Progressive Direct Defendants are not legal licensed entities in the State of Maryland to lawfully do any business according to the MD Office of Assessment and Taxation. There is NO legal or any other listings for these Defendants of the Insured Dump Truck owned by Worktime, Inc. There is NO Tradename current filing on file nor any other required State filing for any and all companies to corporations who seek to business in the State of MD must register with this agency of MD, before commencing doing business.

4a). Defendant Nicole Winter(s) Manager/Owner/Operator of WORKTIME, Inc. was contacted several days after the accident and incident on or about the 19th day of July, 2021. Ms. Winter's contacted me and further advised me that she was contacting her insurance agent Marie Starrett and Progressive Company to make the report of my accident, property damage to my vehicle had occurred, claims and bodily injuries. This was in late July of 2021. This only occurred after several phone calls and text messages to Defendant Winters and WORKTIME.

4b). Defendant Marie Starrett a Progressive agent in late July and/or August 2021, called me and later text me that she was handling matters and would create a claim. Defendant Marie Starrett asked me about what happened. In another text or call, Defendant Starrett advised me she was waiting on my insurance provider GEICO. I called and text many times over the last 6 to 7 months, only to get a response back from Ms. Starrett in January, 2022. Both Defendant Starrett and Winters dragged this matter on for many months with the intention of delaying justice and refusing to officially report my claim of the accident as required by law and policy. It should not have taken 7 months before I had to contacted Defendants at WORKTIME then Progressive Defendant Starrett directly that any claim was not created immediately, when

Defendant Starrett a Progressive agent and employee was notified a claim need to be created and/or this Defendant should have informed me what I should have done at that earlier point. The acts and conduct described herein above was intentional and a violation of Defendant Progressive and state policy regarding creating claims upon notification of an accident. Progressive neglected and failed to follow policy and state laws on this subject, thus denying my rights to due process and equal protection under the laws.

4c). Defendants at Progressive failed to provide the policy limits information, the name of the driver of WORKTIME, INC. Dump Truck #26 on July 19, 2021, and any and all other information records and documents requested, to include the MD Insurance Administration two (2) Complaints filed and pending.

4d). The Plaintiff(s) seeks to invoke and established that he and millions of Black Claimants against the Defendants are and have been systematic victims of racially motivated, when refusing to offer settlement agreements and contracts to Black Claimants at the same or similar settlement offers entered into with whites by mostly white Defendants adjuster, agents and employees of the many Progressive Insurance entities, that racial discrimination was and is a factor used by Progressive a white insurance company insurer, in their decision not to enter into settlement contracts and agreements for identical claims which Blacks are offered little no NO real value settlements, while whites get maximum settlement offers for same type claims filed by Blacks, as the Plaintiff and other Blacks are denied the same right as a white citizen and Claimant in violation of Title 42 U.S.C. 1981, CIVIL RIGHTS OF 1866, Title 42 U.S.C. 1983, 1985, and 1988, respectfully.

4e). Structural racism will not and cannot be tolerated. The Plaintiff(s) seek to challenge the Defendants Progressive policies, rules and discriminatory regulations against Black Claimants as the Constitution and statutes guarantees "all persons the same right to make and enforce contracts as is enjoyed by white citizens," is being challenged this date. For decades of bad behavior and conduct against Blacks specifically. The post-civil War era mandating that Black people must have the same right to make and enforce contracts, settlements agreements as white should be equal to and offered the same to Black Claimants when made.

4f). The Settlement contract and agreement was half of the amount of the damages to Plaintiffs Mercedes Benz. This is a classic case of settlement gone bad that was arbitrary and capricious with no value to the Plaintiff(s) the injured party, as whites for far less in injuries have received millions of dollars from the Defendants at Progressive.

STATEMENT OF THE CASE, FACTS AND CLAIMS
VERIFIED COMPLAINT AND COUNT ONE-NEGLIGENCE
DEMAND FOR TRIAL BY JURY-REQUESTED

5). **COME NOW** the Plaintiff(s) Dr. Keenan Cofield, the Supreme GRAND Bishop, his mother (LaVerne Thompson), and K [REDACTED] N [REDACTED] daughter and for the cause of action state as follows, does hereby adopt and incorporate each and every statement and reasserts the same paragraphs 1in 1 thru 4 above and 1 thru 75 below in further support of paragraph 5 COUNTS ONE thru COUNT 7, and says:

AMENDED--CAUSES OF ACTION

6). Beginning on or about the 19th day of July, 2021, the Defendants, Respondents, and/or employees, managers, staff, workers and other officials of

WORKTIME, INC. and others thereof, individually, separately and/or jointly, did knowingly, willingly, purposely, negligently, commit some acts or conduct with negligence, malice, deliberate indifference, did commit and/or caused or allowed thereto, a Dump Truck #26 to be operated with a unsecured rear flap door or gate that failed or was unsafe and never inspected, causing permanent injuries and bodily damages to Claimant Dr. Cofield for life, and did so without any or proper inspection of the rear dump truck door that was unsafe and not secured with hooks or locks causing the debris to exit the dump truck from the bottom causing personal property damages, and bodily injuries. The incident caused Plaintiff(s) Thompson an elderly Black female and Need to be scared for fear of their lives.

9). At all times herein mentioned Plaintiff(s) and/or Claimant Dr. Keenan Cofield vehicle was operated in a reasonable and prudent manner, with due caution and regard for the motor vehicle laws of the State of Maryland. Defendants/Respondents WORKTIME, INC. had a duty to Plaintiffs/Claimant Cofield, Thompson, and N [REDACTED] (a minor child) to act reasonably. Respondents WORKTIME, INC. breached that duty.

10). Plaintiff(s) suffered injuries because of the unsecured rear door on the dump truck of Worktime, Inc.

11). At all relevant times, Plaintiff(s) exercised due care for Plaintiff Cofield and his mother (LaVerne Thompson), and daughter (K [REDACTED] N [REDACTED]) safety. Plaintiff(s) Thompson and N [REDACTED] suffered pain and suffering as an end result of the negligence occurred and further subjected these and all Plaintiff(s) to future injuries, pain and suffering to trauma immediately and future, when tossed around in the vehicle trying to avoid any further property damage to Plaintiff(s) Mercedes Benz, but curtail any personal to bodily injuries

from further occurring. The Defendants of Progressive admitted liability and offered only \$2,000.00 to settle these claims, and permanent injuries sustained from the July 19th, 2021 accident. (See **Defendants Letter to Claimant**)

12). As a direct and proximate cause of the negligence of Defendants/Respondents WORKTIME, INC. and its dump truck drivers, agents, employees action, Plaintiffs suffers from permanent physical injuries, conscious mental anguish, pain and suffering in the past and in the future, past medical expenses and future medical expenses.

and

12a). All of the above damages were directly and proximately caused by the aforementioned negligence of Defendants/Respondents WORKTIME, INC., and were incurred without contributory negligence, or assumption of the risk on the part of Plaintiff/Claimant Cofield, or an opportunity for Plaintiff/Claimant Cofield to avoid the accident.

13). MVA-Accident Summary

JULY 19, 2021 MVA @2:19 pm-Accident on 95 involving a truck owned by WORKTIME INC. Called WORKTIME, INC. to report the accident and damage to my vehicle. On or about the 19th day of July, 2021 at approximately 2:19 pm, I was driving South bound in the second right lane on 95 South occupied by the 82 year old mother Front passenger seat and 17 year old daughter in the rear seat Right side. Dr. Cofield was following directly behind this dump truck. The dump truck cracked the wind shield in several places; I immediately began swerving back and forth rapidly in sessions noticing debris was coming from the back of the truck hitting my vehicle all over. Damage was apparent and

significant all over the vehicle to the tune of almost \$4,000. **(Injured Party) has photo images of the vehicle including damage to driver car seat.** I was able to gain control over the vehicle sped upon to get close enough to read the license tag, and my daughter took pictures of the tag, and side of the vehicle showing trucking company, truck number, side and front of truck showing even the driver. I called my insurance company and called but had to leave a message for WORKTIME, INC. About a week or so later the company secretary called took my information and referred it to Progressive Insurance Company. I had heard from them onetime and they were waiting on GEICO to contact them. **No further contact was made to or with WORKTIME or Progressive.** Victims in car accidents are not required to call Police and Police do not come to the scene to make any report unless there is a disabled car and sufficient damage with injuries at the scene. Otherwise, only thing is required is contact your insurance company.

A COMPLAINT IS BEING FILED WITH THE VARIOUS STATE AND FEDERAL DOT AGENCIES.

State and Federal Transportation regulations requires your load to be totally secured. This was a dump truck violation.

Made claim to GEICO on 08/19/2021

Plaintiff Dr. Cofield has not returned to work since July 19th, 2021, the day of accident/incident and discomfort.

Dr. Cofield paid the \$500.00 dollar deductible out of packet.

\$185.50 in gas for Rental Car

\$759.69-Rental Car charges

Dr. Cofield's FIRST medical appointment to determine why he was having pains in neck, back, numbness, swelling and tingling in both hands, etc. was 09/02/2021.

CURRENT AND ON-GOING LISTINGS OF PRIMARY, TREATING, EXAMINING AND MEDICAL SPECIALISTS WITH NUMBER OF VISITS OF PATIENT DR. KEENAN COFIELD ASSOCIATED WITH OR SUSTAINED FROM MVA PERMANENT INJURIES AND IMPAIRMENTS ON OR ABOUT JULY 19TH, 2021

20). Dr. Cofield has (21)-visits to *Physical Therapy*- Dr. Cofield is being treated for injuries to his Neck, back, lower back, TMJ, both right and left Shoulders and both hands.

NOTE: All treating and examining physicians recommended and have expanded PT six (6) times for various other parts of the body due to pain and need for further PT treatments.

Dr. Cohen terminated and/or temporarily discontinued (PT) due to pain and further injury to Dr. Cofield until surgery is performed on both right and left rotator cuffs.

21). (23)--*Psych and Pain Management* visits—Dr. Cofield has been diagnosed with PTSD, depression, anxiety, adjustment disorder, pain, Insomnia. Dr. Cofield was prescribed Escitalopram 10MG Tablets for anxiety, depression, on or about **11/10/2021**, by Dr. C. Nwachukwu, at Aspire. Medstar Family Health Center upgraded patient Dr. Cofield psych referral is now being seen by Velma Viloria-Gragoa, MD (Psychiatrist) at MedStar Behavioral Health Center beginning **01/14/2022**. (1)-Visit... Dr. Viloria-Grageda, concurred with the diagnoses of Aspire psych officials. Dr. Viloria prescribed Trazodone 50mg every night for depression and sleep for Dr. Cofield. The Escitalopram has been increased to 20 mg now. On or about the 15th day of February 2022, Dr. Tiffany Audlin refilled and prescribed 50mg TRAMADOL and

TRAZODONE for pain and Insomnia for the injured Claimant/Plaintiff Dr. Cofield.

22). ***Neurology*** (8)-visits—**Dr. Deidre J. Ammah, MedStar Neurologist** ruled and diagnosed Dr. Cofield with radiculopathy/cervical region, neuropathy, abnormal NCS & EMG, Cofield has severe to permanent damage to tendons, nerves and muscles upper body, herniated and bulging discs . In ability to HOLD items in either hand can be difficult at any time, caused from MVA. Numbness, tingling and swelling of both hands occurred after the accident and no previous issues prior thereto. **Surgery is required for the C-3, C-4, C-5, C-6, and C-7 discs.**

Dr. Ammah, MD referred Dr. Cofield to Dr. Zeena Dorai, a neck and spine specialist for further evaluation, on 12/13/2021, for 01/27/2021 exam.

23). PATIENT SLEEPS IN CHAIR BECAUSE OF VARIOUS PAINS & INJURIES

Patient Dr. Cofield is unable to sleep in his bed any longer due to his injuries from MVA pains suffered and sustained.

24). ***Orthopedic*** (6)-visits—**Dr. Alaee, MD, a MedStar orthopedic specialist,** diagnosed Dr. Cofield with Complete rotator cuff tear of left shoulder. Dr. Alaee, injected Dr. Cofield with a corticosteroid injection in left shoulder. Since this report, Dr. Cofield was ordered a MRI in the Right shoulder due to severe pain recently and it appears there is tendon tear and damage to the right side.

Dr. Alaee, determined that the first MVA on or about 07/20/2021 caused damage to the Left rotator cuff. It is possible the first MVA accident caused rotator cuff damage and injuries to Cofield on both Right and Left sides of shoulders and arms. A MRI determined the Right shoulder findings indicated rotator cuff injury, right shoulder.

25). Orthopedic Surgeon- (1) visit-Dr. Cohen

Was examined by Dr. Cohen Orthopedic Surgeon on 12/22/21, who confirmed the rotor cuff tear on the Right side Shoulder, as well as the left. Dr. Cohen

administered a cortisone shot or injection into my right shoulder for pain. Dr. Cohen has given two separate cortisone shots or injections in the left and right shoulders recently. Those medical records provided.

26). ***ENT/TMJ injury***- (2) visit—On 11/30/21, Dr. Alan H. Shikani, ENT specialist examined Dr. Cofield due to swelling and often lockjaw on left side. Dr. Shikani, fully examined Cofield and immediately determined Dr. Cofield had a permanent TMJ injury stemming from the Second MVA on September 24, 2021. The Family Health Center referred Dr. Cofield to the ENT Center for further evaluation for TMJ. Follow-up on 12/30/21.

NOTE: It was highly recommended that Dr. Cofield injuries are very serious and is a life changer as to his diet and many foods he can NO longer consume or eat. Dr. Cofield can NO longer eat apples and many meats to foods which require chewing, is prohibited and will cause further permanent damage to the jaw.

27). ***FAMILY HEALTH CENTER-AFTER HOURS REPORTS***-(11) calls or visits

28). **FRANKLIN SQUARE HOSPITAL (ER)** (4) visits

29). **Family Health Center**—visits--(19)-Received shot in Right arm due to severe pains, and unable to move arm, etc. on 12/08/2021. On 12/29/21, Dr. Pristell issued a indefinite NO work letter, for Dr. Cofield.

SPECIAL DISABILITY OUT OF WORK REPORT--However on 12/22/2021, Dr. Kelsey Chmielewski, DO because of the MVA injuries and permanent damage to impairments, "the patient has limited use of upper extremities which interferes with functionality at work and he unable to return."

30). **MedStar URGENT Care**—(8) visits

31). ***Family Health Center-OMT Clinic/Specialty Treatment***-Dr. David Pierre, and Stephen C. Kane, diagnosed Dr. Cofield with the following:

Spasm of thoracic back muscle
Cervical somatic dysfunction

Somatic dysfunction of thoracic region
Somatic dysfunction of upper extremity region
Somatic dysfunction of lumbar region-All associated with MVA accident.

32). **Choice Pain & Rehab Center**-(1) visit-Dr. Cofield was seen and examined at Choice Pain & Rehab Center for a Second Opinion and further specialized treatment on 12/28/21. Because of back, neck and bulging & herniated discs Dr. Cofield will be seen for a ***epidural injection*** on 1/26/22. It has been recommended Dr. Cofield will require multiple surgeries to his discs beginning this year. **Many more visits are scheduled to each of these providers.**

33). **MEDICAL DEVICE LISTINGS DUE TO MVA INJURIES AND PERMANENT DAMAGE-PLAINTIFF COFIELD IS REQUIRED TO WEAR**

NOTE: Dr. Cofield has been prescribed the following medical devices for support due to his many injuries, impairments, and damages sustained as a result of a MVA, by Defendant/Respondents:

- 1). Cervical Collar/Neck Brace-Wear at night
- 2). Back Brace
- 3). Both Hand Braces
- 4). Mouth Guard-at night-NEW-ENT Dr.
- 5). Left Arm Sling

DAMAGES

LISTINGS OF MEDICAL DIAGNOSES DUE TO MVA BODILY INJURIES AND PERMANENT DAMAGE TO IMPAIRMENTS RELATING TO MVA ON OR ABOUT JULY 19, 2021-DUMP TRUCK REAR DOOR UNSECURED AND NEVER INSPECTED BEFORE OPERATION ON ROADWAYS AND HIGHWAYS

34).

Adjustment disorder with mixed anxiety and depressed mood-MVA
Back spasm-MVA
Bulging & Herniated disc, cervical region, C-3-C-4, C-4-C-5, C-5-C-6, C-6-C-7-MVA
Carpal tunnel syndrome
Cervical disc disease-MVA
Cervical radiculopathy-MVA
Cervical stenosis of spine-MVA
Cervical somatic dysfunction-MVA
Complete rotator cuff tear of left shoulder
Depression-MVA
Epidural Injection for pain back/spine
Impingement syndrome, shoulder, Right-MVA
Impingement syndrome, shoulder, Left-MVA
Insomnia-MVA
Lumbar herniated disc
Neck pain
Numbness and tingling of both right and left hands-MVA
Permanent injury, damage or impairments to nerves, tendons, and muscles-MVA
PTSD-MVA
Rotator cuff tear of right shoulder-MVA
Shoulder pain, Right-MVA
Shoulder pain, Left-MVA
Sensorimotor neuropathy-MVA
Somatic dysfunction of thoracic region-MVA
Somatic dysfunction of upper extremity region-MVA
Somatic dysfunction of lumbar region-MVA
Shoulder pain, left-MVA
Spondylosis of cervical spine-MVA
Temporomandibular joint (TMJ) pain
Upper back pain-MVA

35). The Defendants or Respondents at WORKTIME, INC. owed a duty of care to the claimant/vehicle owner, to be able to operate his vehicle that is safe to operate in a reasonable and prudent manner.

36). The accident was based upon negligent failures of the #26-Truck Driver to secure his or her rear dump truck door that caused debris to be released uncontrolled was directly and proximately caused by the negligence of WORKTIME, INC., their dump truck drivers, employees, staff, and others who's failure to inspect their TRUCK #26 rear dump truck door which caused the Claimant Cofield to suffer property damages and permanent injuries the subject of this Claim.

37). Plaintiff(s) personal injuries and property damages were directly and proximately caused by WORKTIME, INC. agents and employees negligence. Plaintiffs/Claimant suffered serious, painful and permanent bodily injuries, great physical pain and mental anguish, serve emotional distress, as Plaintiff or Claimant Dr. Keenan Cofield is not able to go back to work and is precluded from engaging in normal activities and pursuits, including a loss of ability to earn any and actual earnings from his brand NEW non-profit organization, to other business interests, etc..

38). Defendants and/or Respondents of WORKTIME, INC. is liable for Plaintiff(s) injuries and damages sustained, pain and suffering, and all other elements of damages allowed under the laws of the State of Maryland.

39). Defendants or Respondents of WORKTIME, INC. and their agents thereof, conduct and actions evidence of bad faith, and negligence were and are stubbornly litigious, and have caused Plaintiff(s) undue expense.

COUNT 2

COMPLAINT FOR FAILURE TO PROPERLY TRAIN AND SUPERVISOR

40). The Plaintiff(s) do hereby adopt, reassert and incorporate paragraphs 1-39, in further support of **COUNT 1, 2, COUNTS 3, 4, 5, 6, 7, and 8**, and says the following:

41). The Plaintiffs state that the Defendants each failed to train and/or properly train and Supervisor Defendants Respondents of WORKTIME Dump truck drivers, agents, employees of their policy and State laws which states and/or mandates that every time any vehicle (Truck) before it was used and moved to haul, must be inspected, according to state and federal laws and regulations, and all rear doors to the back of the truck SECURED. If the Defendants of WORKTIME, INC. had conducted a legally proper and accurate inspection of rear Dump Truck door that driver would have discovered Dump Truck #26 did not have a secured rear door to prevent the debris from falling or coming out the truck that caused the Claimant to be victim with serious and permanent injuries to Claimant Cofield for life. Additionally, the Defendants failed and refused to provide the Plaintiff(s) with various requested information pursuant to his MD Insurance Administration Complaints filed against Progressive and WORKTIME.

COUNT 3

COMPLAINT FOR NEGLIGENT ENTRUSTMENT

42). The Plaintiff(s) do hereby adopt, reassert and incorporate paragraphs 1-41, in further support of **COUNT 1, 2, 3, 4, 5, 6, 7, and 8** says the following:

43). The injuries, harm, and damages were incurred by the Plaintiffs/Claimants as having to drive behind a dump truck carrying all types of debris that failed to have a secured rear door, which caused permanent personal injuries and property damages.

44). The Defendants/Respondents knew, or should have known that Plaintiff/Claimant Dr. Cofield would likely operate a motor vehicle and/or commercial truck on any roadway of Maryland or elsewhere knowing their Dump Trucks would or could operate and/or did operate in a faulty, negligent and reckless manner causing personal property damages and serious or permanent injuries which is the case at bar, when the rear door is not secured to protect the load.

45). As a direct result of Defendants/Respondents negligently entrusting the un or improperly inspected #26 Dump Truck rear door, Plaintiff/Claimant Cofield, such negligence caused serious and permanent bodily injuries and personal property damages to his personal vehicle to Claimant Dr. Cofield, who did suffer the permanent injuries, damages, and harm as previously described in paragraphs 1-44 of this Claim.

COUNT 4, 5 AND 6

COMPLAINT FOR STRICT PRODUCT LIABILITY
COMPLAINT FOR DEFECTIVE TRUCK/AUTO, BREACH OF WARRANTY, MOTOR VEHICLE WARRANTY, BREACH OF CONTRACT

46). The Plaintiff(s) do hereby adopt, reassert and incorporate paragraphs 1-45, in further support of **COUNT 1, 2, 3, 4, 5, 6, 7, and 8** says the following:

47). At all ties mentioned in this Complaint, the #26-Dump Truck described herein causing their Dump Truck, to be in a dangerous and defective condition that made the vehicle/ commercial truck unsafe for their intended use, causing serious injury and personal property damages.

48). As a direct and proximate result of the wrongs and negligent acts of the above described commercial truck owned by WORKTIME, INC. Plaintiff(s)/Claimant suffered

serious injuries, damages, as outlined above herein which caused or resulted in loss of wages, pain and suffering, permanent disability, medical expenses and mountains of losses in the millions of dollars. Plaintiff/Claimants were damaged by said defects of the Dump Truck Driver of #26 Dump Truck, and/or negligent acts. Plaintiff(s)/Claimant was damaged by said breach of the implied warranties and is entitled to recover therefor. The Respondents of Dump Truck owner & driver failed to repair the defects and/or properly inspect their #26 Dump Truck vehicle before it was allowed to travel on the streets and highways per state and federal regulations as the express warranties and contracts were breached causing the defects to cause serious to permanent injuries to Plaintiff(s)/Claimant, therefor causing the warranties to fail to perform and protect the Claimant Cofield, or fulfill the intended purpose, and the Plaintiff(s)/Claimant Dr. Cofield has consequently been damaged, and Plaintiffs or Claimant is entitled to recover.

49). The Defendants/Respondents failed and neglected to and had several opportunities to cure or fix the rear door defects, by securing them before movement and use of the truck operating on Maryland roadways and highways illegally. The #26 Dump Truck Driver negligent to check his or her truck before operating it. The Defendants/Respondents of WORKTIME, INC. failed to make DUMP TRUCK #26 fit for operations the purpose for which it to be used and intended, that caused serious and permanent injuries to Dr. Cofield for life.

Claimant has the original photos of the vehicle/Dump Truck before, during and after the debris was released from a unsecured Dump Truck rear door. Claimant also has photographs of entire location of the accident/incident and mountains of medical reports, MRI's and other reports are continuing in nature.

COUNT 7

**COMPLAINT FOR FRAUD AND FRAUDULENT
MISREPRESENTATIONS**

50). The Plaintiff(s) do hereby adopt, reassert and incorporate paragraphs 1-49, in further support of **COUNT 1, 2, 3, 4, 5, 6, 7, and 8** says the following:

51). Plaintiff or Claimant Dr. Keenan Cofield is ignorant of the true name or names of the Dump Truck Driver of Truck #26 who drove and/or was in the custody and control of that dump truck #26 on or about the 19th or 20th day of July, 2021.

52). Claimant was informed on or about the 18th day of February 2022, I was contacted by the Maryland Insurance Administration Cheryl L. Kourns, APIR at that State investigative office, who informed me that WORKTIME, INC. advised Progressive Insurance their insurer, their Dump Truck #26 was not on 95 South in Maryland (Baltimore County/City) at any time on the 19th day of July, 2021. Additionally, Progressive reported they did not know about the reported accident until January, 2022.

BOTH STATEMENTS ARE TOTALLY FALSE, INACCURATE, AND INCORRECT.

53). Attached is an email sent to Ms. Kourns of the MD Insurance Administration and Progressive, jointly, which disputes the false response and filing to a Complaint by Progressive to a State agency. The email is a complete layout of any and all communications I had with Progressive that date back to September of 2021 and pictures showing the exact locations of each of the four (4) photos taken of the WORKTIME dump truck location and area of the damage and bodily injury to me on or about the 19th and/or 20th day of July, 2021. (See Exhibit 1)

54). T-Mobile, Apple, and Google assisted us in how we were able to substantiate and prove from the original photos taken exactly were each picture was taken on that date

and time, involving the WORKTIME dump truck in REAL time captured on Photos taken by K█████ N█████ my daughter.

55). The Plaintiff and/or Claimant Dr. Keenan Cofield sent Mr. Kevin B. McNeil, of Progressive Insurance Adjuster, an email with 30 attachments and/or images indicating the WORKTIME dump truck was in fact in that area and location on the above date(s) and time on 95 South Baltimore (County/City, MD)

"Mr. Kevin McNeil-Please TREAT this Letter as an AMENDMENT AND/OR SUPPLEMENT to my pending claims as to the issue of location of the vehicle at the time of the accident/incident is foolishly being DENIED by your insured. T-Mobile, Apple and Google provided us vital information as to the exact location of the WORKTIME Dump Truck on that date and time and location on 95 South Baltimore County/City MD.

ADDITIONALLY, I now wish to include and add another claim for False statements and Fraud by your insured party WORKTIME, inc. WORKTIME, your insured party has falsely stated to you that their Dump Truck #26 was not in that area on 95 South on or about July 19 or 20th of 2021. Lying to an insurance company and/or giving false to inaccurate statements is criminal in case your clients did not know it, even to you. Furthermore, Progressive made a false statement on their (WORKTIME) behalf to The Maryland Insurance Administration Mr. McNeil. I was READ the Progressive entire statement to my Insurance Complaint BY THE Investigator, but I await a copy from that MD State agency in the next few days.

COMPLAINT FOR FRAUD AND FALSE STATEMENT-

I/We do hereby adopt each and every previous claim and statement in further support of our additional claims herein. WORKTIME, INC. the insured gave Progressive a statement that their Dump Truck #26 was never or not on 95 South on the 19th of July, 2021. Photo and other pictures to images taken prove the Worktime dump truck was in fact on 95 South on the day or dates in question. WORKTIME seeks to avoid liability by falsely claiming their vehicle was not on that highway at all on the date or dates in question. WORKTIME false misrepresentation is to mislead their insurer in hopes to avoid liability. In the event of a lawsuit being filed and ready other evidence shall be presented. The Respondents hoped that their false statements to Claimant would rely on their false statements. The Claimants have NO intentions to do so or fraud. More information shall be provided once that exact information is provided and a detailed claim shall be provided with more damages be requested from Progressive and WORKTIME.

Looking forward to your immediate reply.
Respectfully Submitted,

Dr. Keenan Cofield, JD/Psy.D/Ph.D/DD"

30 Attachments

56). Plaintiff(s)/Claimants is informed and believes and thereon alleges that at all times herein mentioned, each of the Defendants sued and/or claim filed against herein was a agent and/or employee of each of the named entities whether Progressive and/or WORKTIME and were at all times acting within the purpose and scope of such company and their employment.

57). On or about the 16th and/or 17th day of February, 2022 the Defendants and/or Respondents falsely and fraudulently represented to the MD Insurance Administration and Plaintiff/Claimant Dr. Cofield Progressive was never notified or aware of any accident or incident until Mid-January, 2022, and that WORKTIME had no dump truck or vehicle on 95 South during that dates or time.

58). The representations made by the Defendants **each** were in fact false. The true facts are texts messages show communications was established with WORKTIME and Progressive back July, August of 2021 to date. That aerial images and photos placed the WORKTIME dump truck on 95 South at the indicated times. The Defendants and/or Respondents knew said statements to the MD Insurance Administration were in fact false to mislead the agency and Plaintiff/Claimants. The misrepresentations were to mislead all parties with the intend to defraud and deceive Plaintiff or Claimant with the intent to induce Plaintiff to act in the manner herein alleged and forget the accident, property damages and bodily injuries did not also occur as set forth. The Plaintiff has NO prior body damage to his vehicle anywhere. The Vehicle looked brand new.
No pre-existing damages of any kinds.

59). The Respondents and/or Defendants WORKTIME and Progressive Insurance have otherwise conspired together and if the Defendants took the phone records and cell tower records of the #26 dump truck driver on this date, it will further prove and see that the #26 dump truck was in fact on 95 near a phone tower on this date and time. The false statements by ALL the Defendants are to run from liability and the claims presented in this matter. The Defendants or Respondents knew the statement disputed herein were not true, and totally false.

As a proximate result of the named Defendant's fraud and deceit and the facts herein alleged, Plaintiff(s)/Claimant seeks further damages in the amount of **\$5,000,000** **dollars** in **Compensatory Damages** against **each** Defendants in **COUNTS 1thru 7** in the and **\$15,000,000** dollars in **Punitive Damages** shall be DEMANDED and judgment against **each** Defendants for all **COUNTS 1 thru 7**.

ADDENDUM TO COUNTS 1-8, PARAGRAPHS 1-59 OR IN THE ALTERNATIVE NOTICE OF ACCIDENT CLAIM AND/OR LAWSUIT-CLAIM #229404821 IN FURTHER SUPPORT OF ADDITIONAL MEDICAL RECORDS AND TREATMENTS, DOCUMENTS FOR THIS CLAIM AND/OR LAWSUIT-REGARDING DR. KEENAN COFIELD

60). **EXHIBIT 3**, is my email to Progressive agent dated January 19, 2022 at 9:38 PM. **EXHIBIT 4**, is my email dated January 19, 2022 at 9:54 PM.

EXHIBIT 5, January 20, 2022 email.

EXHIBIT 6, EXHIBIT 7, EXHIBIT 8, and EXHIBIT 9, January 21, 2022 emails.

EXHIBIT 10, January 25, 2022 email.

EXHIBIT 11 and EXHIBIT 12, January 27, 2022 emails.

EXHIBIT 13, EXHIBIT 14, and EXHIBIT 15, January 31, 2022 emails

EXHIBIT 16 and EXHIBIT 17, February 2, 2022 emails

EXHIBIT 18, February 7, 2022 email.

EXHIBIT A, February 20, 2022, Letter from Defendant Kevin McNeil, Adjuster.

COUNT 8

**COMPLAINT FOR BAD FAITH & DISCRIMINATION BASED UPON RACE IN
VIOLATION OF TITLE 42 U.S.C. 1981, THE CIVIL RIGHTS
ACT OF 1866, TITLE 42 U.S.C. 1983, 1985, AND 1988, JOINTLY**

61). The Plaintiff(s) do hereby adopt, reassert and incorporate paragraphs 1-60, in further support of **COUNT 1, 2, 3, 4, 5, 6, 7, and 8** herein says the following:

62). The Plaintiff(s) seeks to invoke and established that he and millions of Black Claimants from January 2000 thru March 1, 2022 to date, against the Defendants are and have been systematic victims of racially motivated acts of contract discrimination, when refusing to offer settlement agreements and contracts to Black Claimants at the same or similar settlement offers entered into with whites by mostly white Defendants adjuster, agents and employees of the many Progressive Insurance entities, that racial discrimination was and is a factor used by Progressive a white insurance company insurer, in their decision not to enter into settlement contracts and agreements for identical claims which Blacks are offered little to NO real value settlements, while whites get maximum settlement offers for same type claims filed by Blacks, as the Plaintiff and other Blacks are denied the same right as a white citizen and Claimant in violation of Title 42 U.S.C. 1981, CIVIL RIGHTS OF 1866, Title 42 U.S.C. 1983, 1985, and 1988, respectfully.

63). Structural racism will not and cannot be tolerated by Blacks. The Plaintiff(s) seek to challenge the Defendants at Progressive White ONLY policies, rules and discriminatory regulations against Black Claimants as the Constitution and statutes guarantees "all persons the same right to make and enforce contracts as is enjoyed by white citizens," is being challenged this date. For decades of bad behavior and conduct against Blacks specifically. The post-civil War era mandating that Black people must have the same right to make and enforce contracts, settlements agreements as white should be equal to and offered the same to Black Claimants when made.

64). The Settlement contract and agreement was half of the amount of the damages to Plaintiffs Mercedes Benz. This is a classic case of settlement gone badly that was arbitrary and capricious with no value to the Plaintiff(s) who are Black the injured parties, as whites for far less in injuries have received millions of dollars from the Defendants at Progressive. The Defendants at Progressive Insurance settlement offer, contract and agreement was made in BAD FAITH. Black Plaintiff(s) are injured and discriminated against each time they are offered a settlement offer by the Defendants at Progressive. White Claimants at Progressive Insurance are always offered more for their claims then Blacks and any other minorities. Defendant Kevin McNeil presented the discriminatory settlement contract to the Plaintiffs. The damages to my vehicle were almost \$5000 dollars and you Defendant McNeil offered me two \$2,000.00 with almost \$150,000 dollars in medical bills already. The only way these Defendants can save money is to conduct business legally and in order without discrimination as race being its bases. The Defendants are guilty of DEFAULT in failing to reply and respond

to the Plaintiff(s) DEMAND accordingly. The Plaintiff(s) seek to recover and enforce the entire DEMAND.

65). As a proximate result of the named Defendant's and the facts herein alleged, Plaintiff(s)/Claimant seeks further damages in the amount of **ONE BILLION DOLLARS \$ 1,000,000,000.00** in **Compensatory Damages** against **each** Progressive Defendants in **COUNTS 8** and judgment be entered in the amount of **FIVE BILLION DOLLARS \$5,000,000,000.00** dollars in **Punitive Damages** **shall be** DEMANDED and against **each** Progressive Defendant, for the acts and discriminatory conduct described wrongfully herein in the above complaint in each COUNT.

66). That the Court and/or Jury shall determine the damages for the CLASS portion of this case by a jury and/or settlement.

AMENDED RELIEF

67). Plaintiff(s)/Claimant Dr. Keenan Cofield and mother LaVerne Thompson demands against WORKTIME, INC. , and any and all others to and is entitled to recover for and/or **BESTOFFER in the amounts set forth below:**

68). LaVerne Thompson, K [REDACTED] N [REDACTED] **only** seeks damages for pain and suffering of **\$25,000 dollars** for being 82 years old in the front passenger seat when the Plaintiff(s)/Claimants vehicle was HIT was debris cracking the wind shield, and being rocked back and forth that almost further caused an accident with other vehicles.

69). **I/We seek to Amend and/or Supplement the Relief and other areas of our claims and complaints filed.**

70). This is a Herniated Disc case. Involving the C-3-C-4, C-4-C-5, C-5-C-6, C-6-C-7. Liability is clear and **undisputed** several permanent injuries in this case. Herniated disc cases nationally verdicts to settlements are \$360,000 at the bottom into the millions.

Herniated disc was the direct result of the motor accident/incident and crash at issue. The constant daily pain and suffering I endure with many limitations that the herniated disc injury causes the Claimant alone. We demand settlement damages in the amount of **\$1,000,000 dollars** alone for the herniated disc injuries, from **each** Defendant.

71). Claimant back injuries, we demand settlement in the amount of **\$750,000** to be included in the Original Claim-Notice, from each Defendant(s) named herein. **Back surgery is required for my injuries.**

72). Maryland cap on **Pain and Suffering is \$905,000**. We demand our settlement include the FULL allowable amount under state law, for **\$905,000** for **PAIN AND SUFFERING** against **each** Defendant, separately and independently. Due to the devastating affect this accident has had on Claimant Dr. Cofield's body, mind, career, life and social abilities, the pain and suffering aspect of this case and claim warrants an evaluation that is equal to the cap both at any trial and the settlement table.

73). There is **NO cap** in Maryland for **Economic Damages** in all personal injuries cases.

74). **Do you think we can settle this case or should we proceed with the filing of our lawsuit with discovery already attached to be included with our filing?**

75). After careful consideration of the issues involved in this claim and review of jury verdicts and insurance company settlements with similar fact patterns, I believe the total demand amount in each Relief Section represents a fair and equitable settlement amount.

76). All of the damages were directly and proximately caused by the aforementioned negligence of the insured and were incurred without contributory negligence or assumption of the risk on the part of the Claimant/Plaintiff(s). **Claimants/Plaintiff(s) did not have the opportunity to avoid this accident with serious to permanent injuries. Several for life....**

77). **I feel confident we can settle and resolve this claim. Let me know how you would like to proceed.**

78). I/We do hereby DEMAND the following damages against the

Defendants/Respondents as named herein and as set forth above and below:

- a). Pain and Suffering-\$905,000 MD MAXIMUM
- b). Personal injuries-\$15,000,000 dollars
- c). Past, present, and future pain and suffering-\$2,500,000 dollars
- d). Disability-\$20,000,000 dollars

- e). Emotional distress-\$5,000,000 dollars
- f). Disfigurement-\$15,000,000 dollars
- g). Mental Anguish-\$2,500,000 dollars
- h). Loss of capacity for the enjoyment of life-\$15,000,000 dollars
- i). Economic losses-\$2,000,000 dollars
- j). Incidental expenses-\$350,000 dollars
- k). Past, present, and future medical expenses-\$2,500,000 dollars
- l). Lost earnings-\$10,000,000 dollars
- m). Loss of earning capacity-\$10,000,000 dollars
- n). Permanent injuries-\$15,000,000 dollars
- o). Consequential damages-\$1,000,000 dollars
- p). Loss of Court Bankruptcy Orders and Court Judgments-Appeals, etc.-\$5,000,000 dollars
- q). Dr. Cofield paid the \$500.00 dollar deductible out of packet. Repayment of this loss, costs and expense payment be included in any settlement.
- r). \$185.50 in gas for Rental Car. Repayment of this loss, costs and expense payment be included in any settlement.
- s). \$759.69-Rental Car charges. Repayment of this loss, costs and expense payment be included in any settlement.
- t). Medical bills are uncertain and unknown at this time. TO BE DETERMINED

79). The Plaintiff(s) and his mother losses were, are and will be due to the carelessness and negligence of Defendants/Respondents **WORKTIME, INC.** truck drivers, employees, salespersons, and agents staff, without any negligence or want of due care on the Plaintiff(s) part contributing to harm done. Plaintiff Dr. Cofield is now a forced disabled psych doctor, personal injury & Domestic Urban Terrorism expert, International News Director and State Lobbyist.

80). That the Honorable Court Rule that the Defendants were at fault for the personal damages and bodily injuries to the Plaintiff(s).

81). Rule, that the Defendants Progressive are legally and properly licensed to do or conduct business in the State of Maryland as a foreign entity as neither of the Defendants are not properly incorporated as a Foreign entity.

82). DEMAND FOR TRIAL BY JURY

83). That the Court Rule, the Defendants negligence caused the Plaintiffs permanent personal bodily and mental anguish injuries as described herein.

84). That this Honorable Court Rule and enter an Declaratory, Injunctive Order and Relief to the Plaintiff(s) that the Defendants settlement contracts, agreements and policies of Progressive violates the Plaintiffs and any Blacks rights based upon race, as whites of the same cases or classes of accident claims Blacks get far less or smaller settlements offered then whites who are not even seriously injured as Blacks with the same identical or more serious claims, because these policies are based upon or are racially motivated and racially discriminatory and are not based upon the equal rights of all citizens no matter what color your skin is. White Claimants at Progressive benefit far more even in the case of death, Blacks are offered less or nothing for our lives, as whites get more for a scratch, while Blacks get change for accidental death and serious claims.

85). That the Court Rule and allow this action to proceed separately from the Plaintiff(s) to allow any and all Blacks to Intervene into this cause of action who are past, present and future Claimants in claims against Progressive Insurance.

86). That the Court appoint counsel for the Class Plaintiff(s).

87). That this Court immediately issue a SCHEDULING ORDER in case to all parties as set forth therein.

88). Rule that the Plaintiff(s) settlement offer agreement and contract was and is motivated and presented with malice based upon race and discriminatory acts and conduct of which is of no value because Plaintiff is Black as white Progressive claimants contracts and settlement offers for the same or similar injuries and impairments were for hundreds of thousands to millions of dollars for virtually no permanent injuries compared to Plaintiff Cofield who is damaged and injured permanently for life requiring many life altering surgeries with NO guarantees. Rule, that the Defendants settlement offer was made in bad faith.

Plaintiffs(s) will seriously take a settlement offer that makes REAL fair sense.

Dated this the 25th day of February, 2022

VERIFICATION OF COMPLAINT

I, Dr. Keenan Cofield do hereby certify that the above and foregoing VERIFIED COMPLAINT is true and correct to the best of my knowledge, information and belief, under the penalty of perjury and that I am over the age of (21) years and I am competent to testify to the alleged facts herein. **THIS CLAIM IS SUBJECT TO BE AMENDED AND/OR SUPPLEMENTED AS MEDICAL TREATMENTS, AND OTHER SERVICES CONTINUE.**

The Plaintiffs/Claimants assert and feel confident that this matter can be resolved to the satisfaction of all parties quietly without the need for any long drawn out litigation. But if necessary the Plaintiff is ready to file a lawsuit and issue Press Releases.

The Respondents make a fair and reasonable offer, this matter is over.

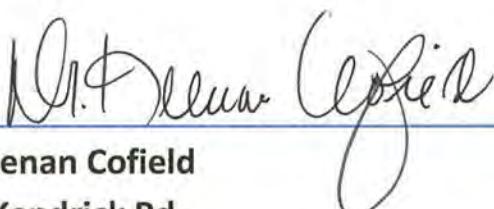
Dr. Keenan Cofield



Dr. Keenan Cofield, JD/Ph.D/Psy.D/DD

4109 Cutty Sark Rd.
Middle River, MD 21220
443-554-3715

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Dr. Keenan Cofield
1236 Kendrick Rd.
Rosedale, MD 21237

**ADDENDUM AND/OR
SUPPLEMENT TO
COUNT 8-COMPLAINT AND REQUEST
FOR AN INVESTIGATION TO THE MD
INSURANCE ADMINISTRATION FOR THE
DISCRIMINATORY ACTS AND CONDUCT BY THE
DEFENDANTS AGAINST BLACK CLAIMANTS
LIKE THE PLAINTIFF(S)**



Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

NOTICE OF DISCRIMINATION COMPLAINT AGAINST PROGRESSIVE INSURANCE COMPANIES/REQUEST FOR AN IMMEDIATE STATE AND NATIONWIDE INVESTIGATION INTO PROGRESSIVE POLICIES AND PRACTICES

1 message

Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

Sun, Feb 27, 2022 at 10:48 AM

To: enforcement.mia@maryland.gov, Supreme GRAND Bishop Cofield <Supremegrandbishop@gmail.com>, "Dr. Keenan Cofield" <psychdoctor101@gmail.com>

PLEASE find enclosed my Complaint of Discrimination by Progressive based upon race and being Black as it relates to settlement claims, contracts and agreements offered.

If you have any questions, please give me a call and/or text me.

Respectfully Submitted,
Dr. Keenan Cofield, JD/Ph.D/Psy.D/DD
1236 Kendrick Rd.
Rosedale, MD 21237
443-554-3715

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2489K

Complaint Against Insurance Professionals or Authorized Insurance Assistance Personnel

This form is to be used by any person or entity that wishes to file a complaint against any licensed insurance professional or authorized insurance assistance personnel.

One of the primary roles of the Maryland Insurance Administration (MIA) is to protect consumers from illegal insurance practices by ensuring that insurance companies, insurance agencies and insurance professionals that operate in Maryland act in accordance with State insurance laws. If you have a complaint against an insurance company, please call 410-468-2000 or 1-800-492-6116 TTY: 1-800-735-2258. If you have a complaint against an insurance agency or producer (agent), please see the instructions below.

The MIA Enforcement Unit:

- Provides consumer information and investigates consumer complaints against insurance agencies and insurance professionals for most types of insurance.
- Works to respond promptly and completely to consumers' questions and complaints about insurance professionals, assist consumers in resolving those complaints whenever possible, and help consumers understand their options in handling these matters.

Submit the completed form via mail, fax, or email to:

Maryland Insurance Administration

Attn: MIA Enforcement Unit

200 St. Paul Place, Suite 2700

Baltimore, MD 21202

Phone: (410) 468-2200 Fax: (410) 468-2245

Email: enforcement.mia@maryland.gov

INFORMATION ABOUT YOU(Complainant)

First Name: DR. KEENAN Middle Initial: K Last Name: COFIELD

Address Line 1: 1236 KENDRICK RD.

Address Line 2:

City: ROSEDALE State: MD Zip: 21237 Home Phone: 443 554-3715 Business Phone: 202-855-3587

Cell Phone: 443-554-3715 Email Address: Supremegrandbishop@gmail.com

INSURANCE PROFESSIONAL LICENSE TYPE -or- AUTHORIZED INSURANCE ASSISTANCE PERSONNEL AUTHORIZATION/CERTIFICATION TYPE (if known)

Insurance Professional License Type		Authorized Insurance Assistance Personnel Authorization/ Certification Type	
<input checked="" type="checkbox"/> Insurance Adviser	<input type="checkbox"/> Public Adjuster	<input type="checkbox"/> Individual Navigator	<input type="checkbox"/> SHOP Navigator
<input checked="" type="checkbox"/> Insurance Producer (Life/Health/Property/Casualty/ Title/Bail Bonds)		<input type="checkbox"/> Maryland Health Connection Call Center Employee	
<input type="checkbox"/> Third Party Administrator	<input type="checkbox"/> Viatical Settlement Broker	<input type="checkbox"/> Connector Entity	<input type="checkbox"/> Application Counselor Entity
<input type="checkbox"/> Surplus Lines Broker	<input type="checkbox"/> Viatical Settlement Provider		<input type="checkbox"/> Application Counselor

Name: Progressive DIRECT & Kevin B. McNeil Phone: 440-620-2626

Email Address: Kevin_B_McNeil@progressive.com License Number:

Agency / Entity the individual represents: Progressive DIRECT & Progressive Casualty Ins. Company

Address Line 1: 6300 Wilson Mills Rd.

Address Line 2:

City: Mayfield Villiage State: Ohio Zip: 44143

Have you filed a complaint with anyone else? Yes No If yes, with whom? Not Yet. May file CIVIL lawsuit this week against Progressive, for discrimination, BAD FAITH, Fraud, Negligence, etc.

Please complete providing as much detail as possible (attach additional sheets if necessary).

Date of incident: 07/19/2021

Location of incident: Baltimore County, Maryland and NATIONWIDE

Explain:

On February 21, 2022, presented in BAD Faith a totally unfair, but arbitrary and capricious Settlement offer of the lowest end to Claimant who is Black by a White Adjuster at Progressive. Progressive settlement contracts, agreements and policies in Maryland and Nationwide I discovered violate the Claimant Dr. Keenan Cofield and any and all Black Claimants rights for over 10 to 20 years based upon race, as whites of the same or different cases or class types of accident claims filed by Blacks are treated totally different and handled differently as Blacks get far less or smaller settlements amounts offered then whites who are not even seriously injured at same level as Blacks with the same identical or more serious claims, because Progressive policies are based upon or are DIRECTLY racially motivated and racially discriminatory and are not based upon the equal rights of ALL citizens and Claimant benefits but White Claimants get great privileges on claims filed because of their skin color because Whites Claimants by race get preference at Progressive Insurance for decades my investigation and research has found out. White Claimants at Progressive benefit for more often even in the case of Death, Blacks are offered less or nothing for our lives, as whites get more claim money for a scratch, while Blacks suffer and are systematically discriminated against based upon race as the motivating factor while Blacks get pocket change for accidental death and serious claims, and Whites get rich when they file their claims with Progressive. These discriminatory policies must be changed and this agency has such power to do so. The Claimant Dr. Cofield and NO Blacks have any chance when We file claims with Progressive, we are discriminated against in insurance with claims just like we pay more for a house then whites, and have a different interest rate on credit cards etc, then whites. All these factors are based upon race which these WHITE RULE ONLY policies harm Blacks each time as we never get A FAIR CHANCE AS BEING BLACK SET YOU DIFFERENTLY AND COSTS YOU MORE, BUT HERE YOU GET FAR LESS as race of being Black pays you nothing as White skin rule is superior per Progressive policies in Maryland and Nationwide.

THIS AGENCY MUST ORDER PROGRESSIVE TO PROVIDE ANY AND ALL SUCH CLAIM AND SETTLEMENT RECORDS AND WHY PROGRESSIVE HAVE SUCH POLICIES, AND FURTHER ORDER PROGRESSIVE MUST IMMEDIATELY CHANGE AND CORRECT ALL ITS SETTLEMENT POLICIES THAT ARE EQUALLY FAIR TO ALL, AND NOT JUST TO WHITES BECAUSE OF THE COLOR OF YOUR SKIN.

Are you submitting supporting documents? Yes No If yes, please DO NOT send original documents, copies only please.

- *A copy of the complaint form and any or all of the enclosed information that you provide to us may be sent to the party the complaint is directed against.*
- *A licensed insurance professional or other authorized insurance assistance personnel may not retaliate against a consumer or use the fact that a complaint has been filed as a sole reason for cancelling or refusing to renew or issue a policy.*

Complainant Signature: W.F. Keenan Cofield Date: 02/27/2022

EXHIBIT A

Underwritten By:
Progressive Casualty Insurance Company

Claim Number: 22-9404821
Loss Date: July 20, 2021
Loss State: MD
Document Date: February 21, 2022
Page 1 of 2

claims.progressive.com

Track the status and details of your
claim, e-mail your representative or
report a new claim.

KEENAN K COFIELD
1236 KENDRICK RD
BALTIMORE, MD 21237

Claim Information

Dear Dr. Cofield,

Please be advised that we have completed a full and thorough analysis of the alleged incident described above.

On 1/18/2022 you reported the above captioned incident to Progressive Casualty Insurance Company (we or us) alleging damage to your vehicle and injuries to yourself and your two passengers as a result of rocks or debris coming out of the back of a vehicle owned by our insured, Worktime, Inc.

At this time, we would like to extend a full and final offer of \$2,000.00 on behalf of our insured to resolve any and all damages being claimed by you as a result of this alleged incident. Due to the significant questions of liability, the questionable involvement of our insured, and a lack of any causal mechanism for the injuries you are claiming, we do not anticipate entertaining any counter demands and we reserve the right to withdraw this offer at a later date if not accepted. Below are a few of the factors considered in arriving at this offer:

- There is limited evidence to support our insured was actually involved in this alleged incident (there was no police report filed and the police have no record of this alleged incident based on our contact with their dispatch unit). Please note that prior to the date of this letter your carrier had made no effort to pursue subrogation associated with the damage they had previously paid. Additionally, one of your passengers described the rock as potentially having flown "over" and not "from" our insured's vehicle—which would not be due to any negligence on the part of our insured.
- You reported the loss as occurring on 7/20/21 and our insured denied having a vehicle in the area on the alleged date and time. Once we secured the photographs directly from your passenger we confirmed the pictures were actually taken on 7/19/21. Our insured does acknowledge having a vehicle in the area on that date and time. However, the pictures taken do not confirm the involvement or negligence of the vehicle identified in the alleged damages to yourself or your vehicle. In your statement you indicated the debris came from the back door of a dump truck which was not fully secured—however, the photographs do not appear to support any rear door being open on the vehicle photographed.
- The damage to your vehicle appears to be (and was described by your passengers) as a single rock chip to the windshield only. Accordingly, an extensive portion of the potential damages claimed to your vehicle appear to be pre-existing wear and tear, which would be consistent with a 10-year-old vehicle.
- Even if a jury were to accept the involvement and negligence of our insured for this alleged incident, by your own description of the facts of loss and as supported by the alleged damages and the facts of loss as relayed by your passengers, we find there is no mechanism to support the types of injuries you are claiming.

- Based on the medical records you provided, you did not seek any immediate medical attention from this alleged incident (July 2021), and, in fact, the only records provided appear to have been for treatment after you were involved in a subsequent incident in September 2021. Additionally, most of the records provided appear to only reference the subsequent (September) incident or make only passing reference to an incident in July.

Given the lack of mechanism for your injuries and especially in conjunction with the lack of any apparent medical treatment until your subsequent incident 2 months later, among the other factors raised above, we are unable to relate the alleged injuries to this alleged incident. In the full spirit of compromise, we will offer \$2,000.00 as a full and final settlement for any and all damages claimed by you as a result of this alleged incident. This includes any alleged injuries to yourself and/or alleged property damage to your vehicle that may not have been paid for by your own insurance carrier. Of note, we also spoke with both of the passengers in your vehicle at the time of this alleged incident, and they both confirmed they were not injured and no claims are being presented by them.

If you choose not to accept this compromise offer we request you provide us with a copy of any suit or litigation paperwork you file with the court as we anticipate mounting a vigorous defense of our insured.

We are hopeful that you will give this offer of \$2,000.00 serious consideration. We have included a release for you to sign and return. Upon receipt of the properly executed release, we will issue the payment as noted above.

Thank you for your time and attention, and I look forward to hearing from you in the immediate future.

KEVIN B MCNEIL
Claims Department
1-440-620-2626
1-800-PROGRESSIVE (1-800-776-4737)
Fax: 1-833-905-1738

Form Z587 (01/08)

EXHIBIT 1



Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

(no subject)**Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>**

Sat, Feb 19, 2022 at 12:25 PM

To: Cheryl Kouns -MDInsurance- <cheryl.kouns@maryland.gov>, Supreme GRAND Bishop Cofield <Supremegrandbishop@gmail.com>, "Dr. Keenan Cofield" <psychdoctor101@gmail.com>, Kevin B McNeil <Kevin_B_McNeil@progressive.com>

Dear Ms. Kouns and ALL Other Parties-Including Progressive:

Enclosed for the purpose of this record and the on-going Complaint and Claims pending, please find enclosed correspondence and communications to date I had with Progressive Insurance Agent or company employee Maria Starrett whose number is listed as 443-928-0909. As requested, below is a listing of texts messages I personally had with Ms. Starrett the Progressive agent who was contacted by the Insurer WORKTIME, INC. within days after I reported the accident to them Ms. Starrett information was provided to me.. So for the record, Progressive was aware and fully notified back in July, 2021 their insurer Dump Truck was involved in and caused an accident, property damage and personal bodily injury to me.

TEXTS MESSAGES:

2/18/2022 @ 4:51 pm

DR. COFIELD TO MS. STARRETT: Ms. Starrett, please send me your correct mailing address. I need to send you and WorkTime a Subpoena for records and documentation. I can serve your resident agent as well.

I have been told Worktime has stated they were not on 95 South on or about July 19, 2021. We have actual photos showing your insured truck exact location when each photo was taken.

Ms. Starrett Reply 02/18/2022 at 4:52 pm-REPLY- Please go through Progressive. Claims. They are handling the investigation. Ty

DR. COFIELD-FIRST TEXT to Ms. Starrett was Wednesday, September 22, 2021, at 12:28 am indicating the following: Ms. Starrett- My name is Dr. Keenan Cofield. You called me almost 2 weeks ago regarding my accident/incident involving your insured customer Working, Inc. As of this date I have not heard from either of you or insured. I am preparing to file Notice of Claim & Lawsuit and never received the policy number nor a fax or email to begin the process, from you or the insureds.

I have REAL losses I can't recoup, plus unable to work as I will detail in my claim, due injuries sustained and having multiple tests, examinations from an array of experts and specialists, including in physical therapy currently.

If you wish to contact me so we can formally have a discussion seeking to resolve this fine. However, I am prepared to file my claim myself further and/or file a lawsuit for damages suffered.

Looking forward to your immediate reply.

Respectfully Submitted,

Dr. Keenan Cofield, JD/Psy.D/DD/Ph.D

09/22/2021

On the morning of September 22, 2021, at 9:43 am-Ms. Starrett stated the following by text to me:Do not text my personal cell in the middle of the night--waiting to hear from your Insur carrier. She stated she Ms. Marie Starrett a Progressive agent and employee stated in this text that she was waiting on my insurance carrier. The reason unknown.

On 09/22/2021, I sent another text message to Ms. Marie to the following: I just spoke with Allison at GEICO at 540-286-4503. She advised she is in her office and you can give her a call on CLAIM NUMBER 0626598300101051. Bodily Injury/PIP Adjuster. END OF TEXT. This communication is a CLEAR indicator and proof Progressive was fully aware of

the accident had been reported to my insurance company GEICO, and Progressive had knowledge along with the Insured WORKTIME, INC.

On Tuesday, January 18, 2022, I sent another text to Ms. Starrett at Progressive because of her failure to contact me to set the claim up which is what she told me on the phone as we talked several times over the past 7 months. DR. COFIELD TO MS. STARRETT--I just spoke with Allison at GEICO at 540-286-4503. She advised she is in her office and you can give her a call on CLAIM NUMBER 0626598300101051. Bodily Injury/PIP Adjuster

DR. COFIELD TO MS. STARRETT

- 1). I need the Claims Number and email to forward Notice of Claim, medical and auto records, invoices etc.
- 2). No one never provided me with the Claims Number and other relevant information.

MS. STARRETT REPLY: 14439280909 Deposited a new message:

"Hello, this is Maria, calling you back, calling me about the work time. Clean, nah, you do me a favor, and I'll be back in touch with you tomorrow. I'm on the road this afternoon. I just wanted to give you a courtesy call that I received your text look into, and I'll be back in touch. Thank you."

Click here: 14699825002 to listen to full voice message.

Progressive and their insured party WORKTIME, INC. has had knowledge their vehicle caused property damage and injury to me back July of 2021.

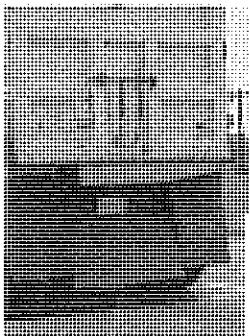
Additionally, the various photos are originals and clearly indicate after We went to T-Mobile yesterday in (Baltimore) and speaking with technical support, we my daughter and I were able to know how you go into an Iphone and/or Android phone to find and retrieve location data from any video and pictures taken in real time. The pictures taken by my daughter K. [REDACTED] N. [REDACTED] on or about the 19th day of July, 2021, show the pictures of the WORKTIME Dump Truck were on 95 South as reported, in several images. We were able to track the photos back to the exact location where the pictures were taken. It appears that WORKTIME has falsely reported to their insurer that they were not in the area or on 95 during or around July 19, or 20 th is not accurate and false. These pictures put that truck on that highway at that time period.

I am in the process of obtaining a SUBOENA for the phone records of the drive of the Dump Truck and other logs and records relating to the accident and incident.

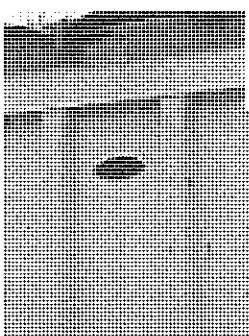
If anyone has any questions, please send me an email and/or give me a call.

Respectfully Submitted,
Dr. Keenan Cofield

30 attachments



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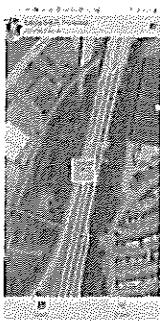
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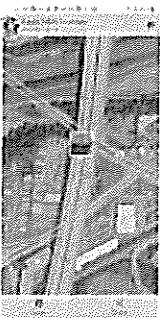
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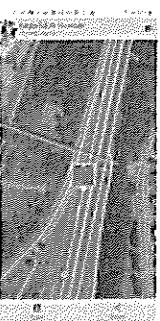
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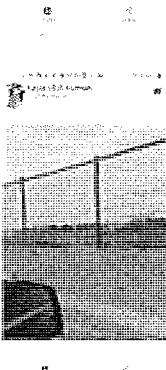


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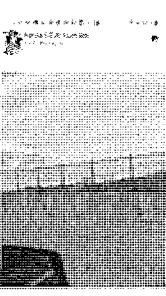


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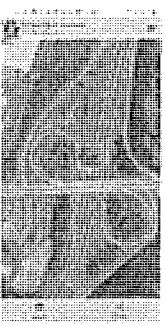
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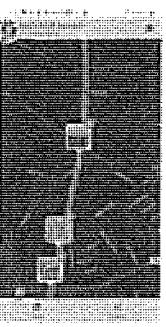
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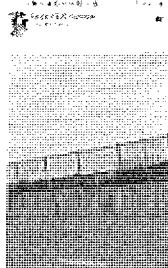
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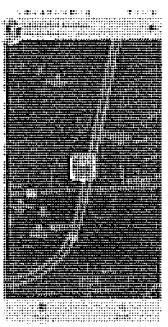
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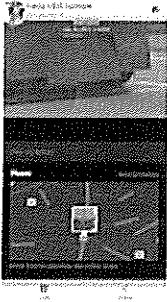


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IMG_3778(4).jpg
45K

EXHIBIT 2



Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

(no subject)**Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>**

Sat, Feb 19, 2022 at 2:10 PM

To: Kevin B McNeil <Kevin_B_McNeil@progressive.com>, Supreme GRAND Bishop Cofield <Supremegrandbishop@gmail.com>, "Dr. Keenan Cofield" <psychdoctor101@gmail.com>

Mr. Kevin McNeil-Please TREAT this Letter as an AMENDMENT AND/OR SUPPLEMENT to my pending claims as to the issue of location of the vehicle at the time of the accident/incident is foolishly being DENIED by your insured. T-Mobile, Apple and Google provided us vital information as to the exact location of the WORKTIME Dump Truck on that date and time and location on 95 South Baltimore County/City MD.

ADDITIONALLY, I now wish to include and add another claim for False statements and Fraud by your insured party WORKTIME, inc. WORKTIME, your insured party has falsely stated to you that their Dump Truck #26 was not in that area on 95 South on or about July 19 or 20th of 2021. Lying to an insurance company and/or giving false to inaccurate statements is criminal in case your clients did not know it, even to you. Furthermore, Progressive made a false statement on their (WORKTIME) behalf to The Maryland Insurance Administration Mr. McNeil. I was READ the Progressive entire statement to my Insurance Complaint BY THE Investigator, but I await a copy from that MD State agency in the next few days.

COMPLAINT FOR FRAUD AND FALSE STATEMENT-

I/We do hereby adopt each and every previous claim and statement in further support of our additional claims herein. WORKTIME, INC. the insured gave Progressive a statement that their Dump Truck #26 was never or not on 95 South on the 19 or 20th of July, 2021. Photo and other pictures to images taken prove the Worktime dump truck was in fact on 95 South on the day or dates in question. WORKTIME seeks to avoid liability by falsely claiming their vehicle was not on that highway at all on the date or dates in question. WORKTIME false misrepresentation is to mislead their insurer in hopes to avoid liability. In the event of a lawsuit being filed and ready other evidence shall be presented. The Respondents hoped that their false statements to Claimant would rely on their false statements. The Claimants have NO intentions to do so or fraud. More information shall be provided once that exact information is provided and a detailed claim shall be provided with more damages be requested from Progressive and WORKTIME.

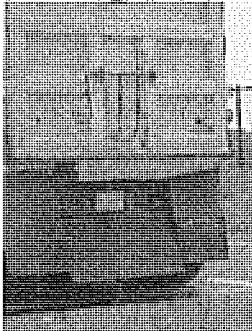
Looking forward to your immediate reply.

Respectfully Submitted,

Dr. Keenan Cofield, JD/Psy.D/Ph.D/DD

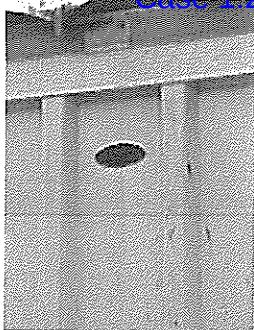
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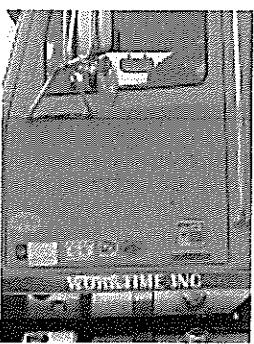
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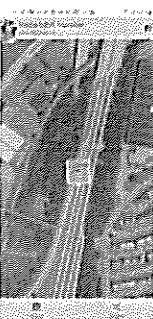
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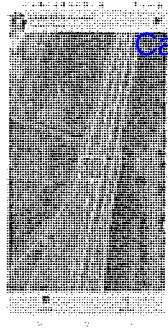
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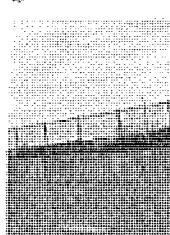


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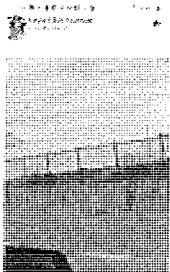


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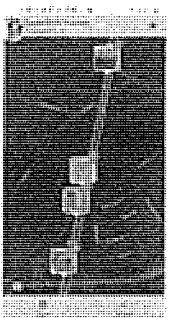
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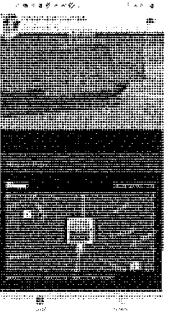


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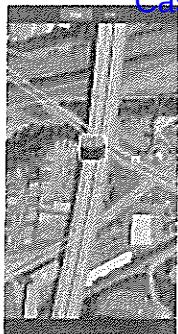
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EXHIBITS 3

THRU

EXHIBITS 18



Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

NOTICE OF ACCIDENT CLAIM AND/OR LAWSUIT-CLAIM # 229404821

4 messages

Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

Wed, Jan 19, 2022 at 9:00 PM

To: natasha_M_barnes@progressive.com, a111493@progressive.com, Supreme GRAND Bishop Cofield <Supremegrandbishop@gmail.com>, "Dr. Keenan Cofield" <psychdoctor101@gmail.com>

Dear Ms. Natasha Barnes & WORKTIME, INC. OWNERS:

PLEASE find enclosed my Notice of Accident Claim, with (Medical Records, reports and various other documents, records and photographs of Dump Truck #26) in real time relating to my accident which caused serious to permanent injuries due to the failure of the #26 Dump Truck Driver failing to secure the rear bed of the truck door.

I/We shall continue to submit medical and other reports for quite some time as multiple planned surgeries to right and then left rotator cuffs, and back surgeries to the C-3-C-8 are performed one by one are on-going, but are on HOLD until prostate cancer procedures are done and completed soon.

Ms. Barnes, if you have any questions or wish to discuss this Claim, please feel FREE to email and/or call me on this matter. You can make your BESTOFFER or FINAL OFFER at any time. I feel confident We can informally resolve this matter to the satisfaction of all parties involved.

Even with many surgeries, there is NO guarantee all my functions in life will ever be as normal. I cannot eat steak nor an apple or many other foods to chew because of the TMJ permanent injury alone. I cannot NO longer work in the mental health sector and/or as a State/Federal Lobbyist with depression, anxiety and stress problems stemming from the accident. I have to sleep in a chair because of constant pain. Take a mountain of pain eds and other medications for depression, pain, anxiety and stress every day. MY LIFE IN NO LONGER THE SAME SINCE THE JULY 20, 2021 day. I thought my mother, daughter and self were going to die.

PLEASE do the right thing and let's put this behind us.

Respectfully Submitted,
Dr. Keenan Cofield, JD/Psy.D/Ph.D/DD
443-554-3715

EXHIBIT 3.pdf

ACCIDENT RPT0007.pdf

ACCIDENT RPT0008.pdf

ACCIDENT RPT0009.pdf

ACCIDENT RPT0002.pdf

ACCIDENT RPT0003.pdf

ACCIDENT RPT0004.pdf

ACCIDENT RPT0005.pdf

3 attachments

PROG CLAIM.pdf
9412K

 **MBENZ Repairs Invoic.pdf**
7327K

 **ACCIDENT RPT0006.pdf**
8723K

Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

Wed, Jan 19, 2022 at 9:38 PM

To: Natasha_M_Barnes@progressive.com, "Dr. Keenan Cofield" <psychdoctor101@gmail.com>, Supreme GRAND Bishop Cofield <Supremegrandbishop@gmail.com>, a111493@progressive.com

NOTICE OF ACCIDENT CLAIM PART----#2

[Quoted text hidden]

Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

Wed, Jan 19, 2022 at 9:54 PM

To: Natasha_M_Barnes@progressive.com, a111493@progressive.com, "Dr. Keenan Cofield" <psychdoctor101@gmail.com>, Supreme GRAND Bishop Cofield <Supremegrandbishop@gmail.com>

----- Forwarded message -----

From: **Supreme GRAND Bishop Cofield** <supremegrandbishop@gmail.com>

Date: Wed, Jan 19, 2022 at 9:38 PM

Subject: Fwd: NOTICE OF ACCIDENT CLAIM AND/OR LAWSUIT-CLAIM # 229404821

To: <Natasha_M_Barnes@progressive.com>, Dr. Keenan Cofield <psychdoctor101@gmail.com>, Supreme GRAND Bishop Cofield <Supremegrandbishop@gmail.com>, <a111493@progressive.com>

NOTICE OF ACCIDENT CLAIM PART----#1

----- Forwarded message -----

From: **Supreme GRAND Bishop Cofield** <supremegrandbishop@gmail.com>

Date: Wed, Jan 19, 2022 at 9:00 PM

Subject: NOTICE OF ACCIDENT CLAIM AND/OR LAWSUIT-CLAIM # 229404821

To: <natasha_M_barnes@progressive.com>, <a111493@progressive.com>, Supreme GRAND Bishop Cofield <Supremegrandbishop@gmail.com>, Dr. Keenan Cofield <psychdoctor101@gmail.com>

Dear Ms. Natasha Barnes & WORKTIME, INC. OWNERS:

PLEASE find enclosed my Notice of Accident Claim, with (Medical Records, reports and various other documents, records and photographs of Dump Truck #26) in real time relating to my accident which caused serious to permanent injuries due to the failure of the #26 Dump Truck Driver failing to secure the rear bed of the truck door.

I/We shall continue to submit medical and other reports for quite some time as multiple planned surgeries to right and then left rotator cuffs, and back surgeries to the C-3-C-8 are performed one by one are on-going, but are on HOLD until prostate cancer procedures are done and completed soon.

Ms. Barnes, if you have any questions or wish to discuss this Claim, please feel FREE to email and/or call me on this matter. You can make your BESTOFFER or FINAL OFFER at any time. I feel confident We can informally resolve this matter to the satisfaction of all parties involved.

Even with many surgeries, there is NO guarantee all my functions in life will ever be as normal. I cannot eat steak nor an apple or many other foods to chew because of the TMJ permanent injury alone. I cannot NO longer work in the mental health sector and/or as a State/Federal Lobbyist with depression, anxiety and stress problems stemming from the accident. I have to sleep in a chair because of constant pain. Take a mountain of pain eds and other medications for depression, pain, anxiety and stress every day. MY LIFE IS NO LONGER THE SAME SINCE THE JULY 20, 2021 day. I thought my mother, daughter and self were going to die.

PLEASE do the right thing and let's put this behind us.

Respectfully Submitted,
Dr. Keenan Cofield, JD/Psy.D/Ph.D/DD
443-554-371

 EXHIBIT 3.pdf**2 attachments** **PROG CLAIM.pdf**
9412K **MBENZ Repairs Invoic.pdf**
7327K

Natasha M Barnes <NATASHA_M_BARNES@progressive.com>
To: Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

Fri, Jan 21, 2022 at 12:03 PM

Hello,

I'm not the adjuster on this claim. Please reach out to Erikka Williams at (440) 910-8891 and her email is erikka_j_williams@progressive.com in regards to this claim. I will forward the emails to her.

Thanks,

From: Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>
Sent: Wednesday, January 19, 2022 9:38 PM
To: Natasha M Barnes <NATASHA_M_BARNES@progressive.com>; Dr. Keenan Cofield <psychdoctor101@gmail.com>; Supreme GRAND Bishop Cofield <Supremegrandbishop@gmail.com>; Natasha M Barnes <NATASHA_M_BARNES@progressive.com>
Subject: [EXTERNAL] Fwd: NOTICE OF ACCIDENT CLAIM AND/OR LAWSUIT-CLAIM # 229404821

NOTICE OF ACCIDENT CLAIM PART----#2

----- Forwarded message -----

From: Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>
Date: Wed, Jan 19, 2022 at 9:00 PM
Subject: NOTICE OF ACCIDENT CLAIM AND/OR LAWSUIT-CLAIM # 229404821
To: <natasha_M_barnes@progressive.com>, <a111493@progressive.com>, Supreme GRAND Bishop Cofield <Supremegrandbishop@gmail.com>, Dr. Keenan Cofield <psychdoctor101@gmail.com>

Dear Ms. Natasha Barnes & WORKTIME, INC. OWNERS:

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Respectfully Submitted,

Dr. Keenan Cofield, JD/Psy.D/Ph.D/DD

443-554-3715

 EXHIBIT 3.pdf

 ACCIDENT RPT0007.pdf

 ACCIDENT RPT0008.pdf

 ACCIDENT RPT0009.pdf

 ACCIDENT RPT0002.pdf

 ACCIDENT RPT0003.pdf

 ACCIDENT RPT0004.pdf

 ACCIDENT RPT0005.pdf



Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

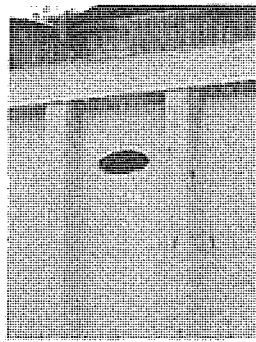
(no subject)

2 messages

Dr. Keenan Cofield <psychdoctor101@gmail.com>

Wed, Jan 19, 2022 at 7:27 PM

To: Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

**IMG_6152001.jpg**
79K**Supreme GRAND Bishop Cofield** <supremegrandbishop@gmail.com>

Wed, Jan 19, 2022 at 8:03 PM

To: Natasha_M_Barnes@progressive.com, "Dr. Keenan Cofield" <psychdoctor101@gmail.com>, Supreme GRAND Bishop Cofield <Supremegrandbishop@gmail.com>, a111493@progressive.com

----- Forwarded message -----From: **Dr. Keenan Cofield** <psychdoctor101@gmail.com>

Date: Wed, Jan 19, 2022 at 7:27 PM

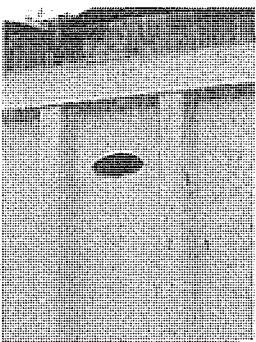
Subject:

To: Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

CLAIM # 229404821

One of several pictures take of Dump Truck #26 in REAL time on July 20, 2021.

Dr. Keenan Cofield

**IMG_6152001.jpg**
79K



Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

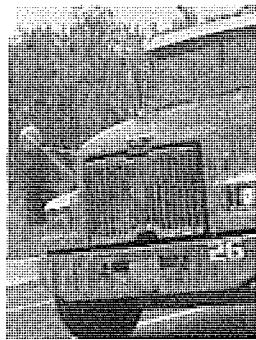
(no subject)

2 messages

Dr. Keenan Cofield <psychdoctor101@gmail.com>

To: Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

Wed, Jan 19, 2022 at 7:27 PM

**IMG_6154001.jpg**
86K**Supreme GRAND Bishop Cofield** <supremegrandbishop@gmail.com>

To: Natasha_M_Barnes@progressive.com, a111493@progressive.com, "Dr. Keenan Cofield" <psychdoctor101@gmail.com>, Supreme GRAND Bishop Cofield <Supremegrandbishop@gmail.com>

Wed, Jan 19, 2022 at 8:08 PM

----- Forwarded message -----

From: **Dr. Keenan Cofield** <psychdoctor101@gmail.com>

Date: Wed, Jan 19, 2022 at 7:27 PM

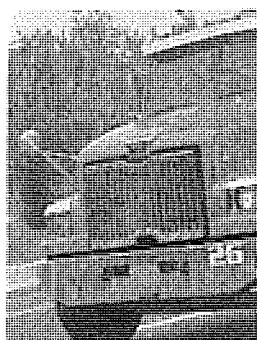
Subject:

To: Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

CLAIM # 229404821

One of several pictures take of Dump Truck #26 in REAL time on July 20, 2021.

Dr. Keenan Cofield

**IMG_6154001.jpg**
86K



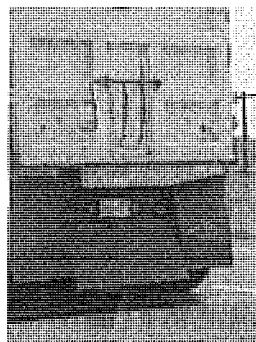
Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

(no subject)

2 messages

Dr. Keenan Cofield <psychdoctor101@gmail.com>
To: Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

Wed, Jan 19, 2022 at 7:27 PM



IMG_6151001.jpg
82K

Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

Wed, Jan 19, 2022 at 8:17 PM

To: Natasha_M_Barnes@progressive.com, a111493@progressive.com, "Dr. Keenan Cofield" <psychdoctor101@gmail.com>, Supreme GRAND Bishop Cofield <Supremegrandbishop@gmail.com>

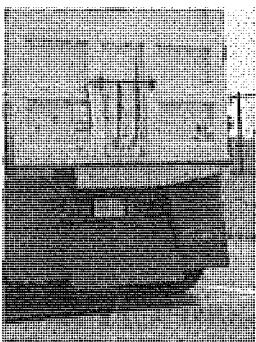
----- Forwarded message -----

From: Dr. Keenan Cofield <psychdoctor101@gmail.com>
Date: Wed, Jan 19, 2022 at 7:27 PM
Subject:
To: Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

CLAIM # 229404821

One of several pictures take of Dump Truck #26 in REAL time on July 20, 2021.

Dr. Keenan Cofield



IMG_6151001.jpg
82K



Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

(no subject)

2 messages

Dr. Keenan Cofield <psychdoctor101@gmail.com>
To: Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

Wed, Jan 19, 2022 at 7:30 PM



received_300296521927477.jpeg
24K

Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>
To: Natasha_M_Barnes@progressive.com, a111493@progressive.com, "Dr. Keenan Cofield" <psychdoctor101@gmail.com>, Supreme GRAND Bishop Cofield <Supremegrandbishop@gmail.com>

Wed, Jan 19, 2022 at 8:20 PM

----- Forwarded message -----

From: Dr. Keenan Cofield <psychdoctor101@gmail.com>
Date: Wed, Jan 19, 2022 at 7:30 PM
Subject:
To: Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

CLAIM # 229404821

One of several pictures taken of arm in sling from July 20, 2021 accident.

Dr. Keenan Cofield



received_300296521927477.jpeg
24K



Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

(no subject)

2 messages

Dr. Keenan Cofield <psychdoctor101@gmail.com>

To: Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

Wed, Jan 19, 2022 at 7:30 PM



received_671896183785344.jpeg

19K

Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

To: Natasha_M_Barnes@progressive.com, a111493@progressive.com, "Dr. Keenan Cofield" <psychdoctor101@gmail.com>, Supreme GRAND Bishop Cofield <Supremegrandbishop@gmail.com>

Wed, Jan 19, 2022 at 8:22 PM

----- Forwarded message -----

From: Dr. Keenan Cofield <psychdoctor101@gmail.com>

Date: Wed, Jan 19, 2022 at 7:30 PM

Subject:

To: Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

CLAIM # 229404821

One of several pictures taken of arm in sling from July 20, 2021 accident.

Dr. Keenan Cofield



received_671896183785344.jpeg

19K



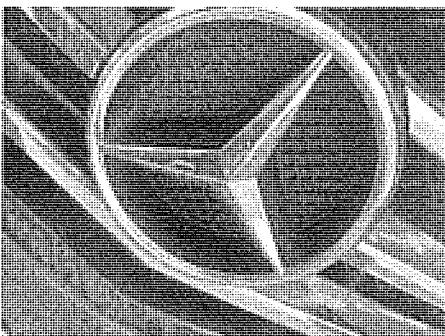
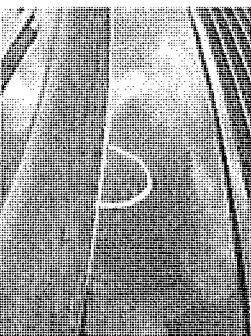
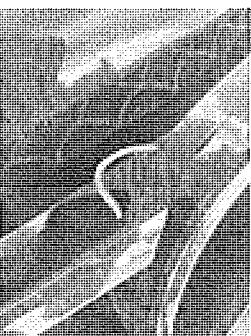
Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

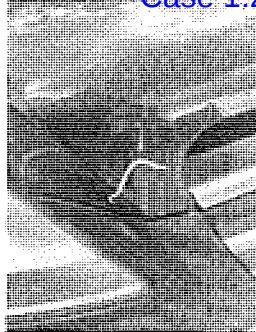
(no subject)

2 messages

Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>
To: Supreme GRAND Bishop Cofield <Supremegrandbishop@gmail.com>

Wed, Jan 19, 2022 at 8:31 PM

5 attachments**Photo 18.jpg**
32K**Photo 15.jpg**
56K**Photo 17.jpg**
39K**Photo 14.jpg**
41K**Photo 13.jpg**
43K



Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

Wed, Jan 19, 2022 at 8:38 PM

To: Natasha_M_Barnes@progressive.com, a111493@progressive.com, "Dr. Keenan Cofield" <psychdoctor101@gmail.com>, Supreme GRAND Bishop Cofield <Supremegrandbishop@gmail.com>

----- Forwarded message -----

From: **Supreme GRAND Bishop Cofield** <supremegrandbishop@gmail.com>

Date: Wed, Jan 19, 2022 at 8:31 PM

Subject:

To: Supreme GRAND Bishop Cofield <Supremegrandbishop@gmail.com>

CLAIM # 229404821

Five of 22 pictures from Auto Evolution who repaired my vehicle from the accident on July 20, 2021.

Dr. Keenan Cofield

5 attachments



Photo 18.jpg
32K

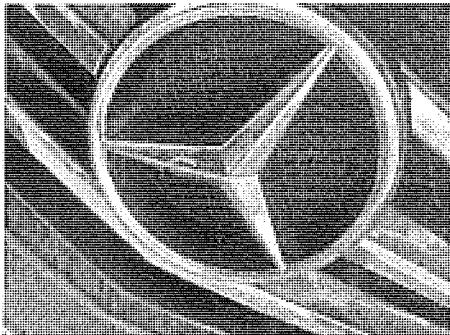


Photo 15.jpg
56K



Photo 17.jpg
39K

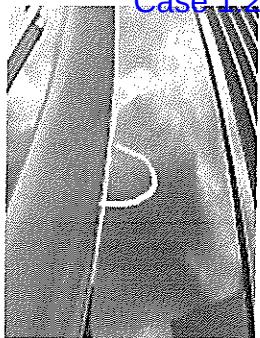


Photo 14.jpg

41K

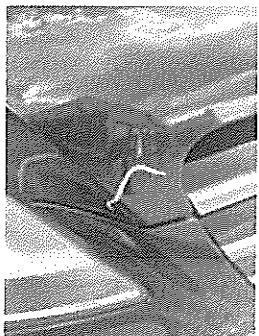
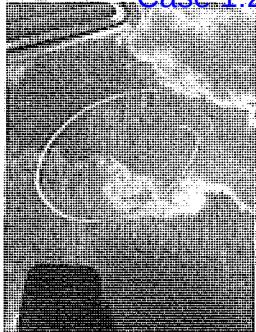


Photo 13.jpg

43K



Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

Wed, Jan 19, 2022 at 8:39 PM

To: Natasha_M_Barnes@progressive.com, a111493@progressive.com, "Dr. Keenan Cofield" <psychdoctor101@gmail.com>, Supreme GRAND Bishop Cofield <Supremegrandbishop@gmail.com>

----- Forwarded message -----

From: **Supreme GRAND Bishop Cofield** <supremegrandbishop@gmail.com>

Date: Wed, Jan 19, 2022 at 8:32 PM

Subject:

To: Supreme GRAND Bishop Cofield <Supremegrandbishop@gmail.com>

CLAIM # 229404821

Five of 22 pictures from Auto Evolution who repaired my vehicle from the accident on July 20, 2021.

Dr. Keenan Cofield

5 attachments

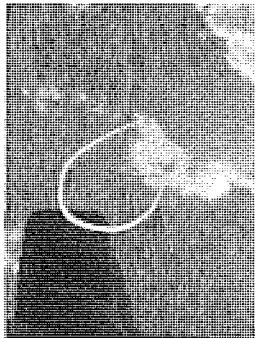


Photo 11.jpg
37K

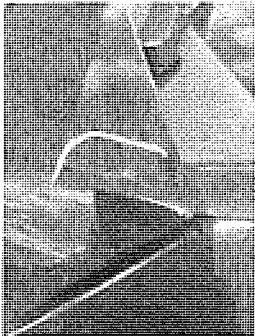
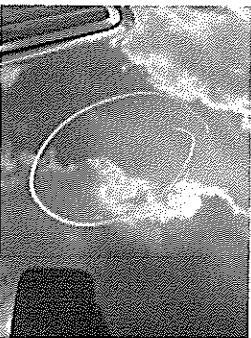
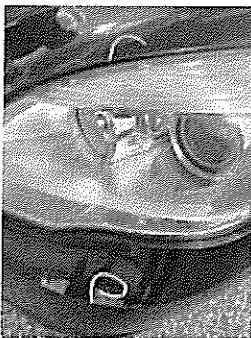
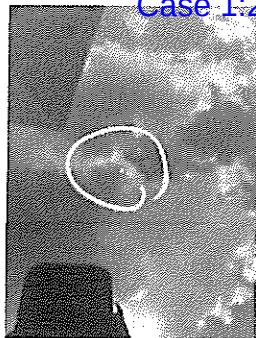


Photo 07.jpg
39K

Photo 09.jpg
34K





Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

**CLAIM #229404821-AMENDED AND/OR ADDENDUM TO MEDICAL REPORTS
CONTINUING**

3 messages

Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

Fri, Jan 21, 2022 at 12:46 PM

To: erikka_i_williams@progressive.com, ewillia3@progressive.com, Supreme GRAND Bishop Cofield <Supremegrandbishop@gmail.com>, "Dr. Keenan Cofield" <psychdoctor101@gmail.com>, natasha_M_Barnes@progressive.com

Dear Ms. E. Williams:

Please find enclosed a UPDATED copy of Dr. Martha Williams, MD medical reports and findings from 01/13/2022 that was expanded or caused my medical records to include many other diagnoses as part of the primary medical files with that facility. If you have any questions, please feel FREE to email me or give me a call.

As I continue to be treated and receive specialized on-going treatments and care for quite some time, I shall continue to update you and provide any and all medical records, documents and diagnoses that are reported to me to you.

Respectfully Submitted,
Dr. Keenan Cofield, JD/Ph.D/Psy.D/DD

EXH A.pdf
5795K

Erikka J Williams <ERIKKA_J_WILLIAMS@progressive.com>

Fri, Jan 21, 2022 at 3:17 PM

To: Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>, "erikka_i_williams@progressive.com" <erikka_i_williams@progressive.com>, "Dr. Keenan Cofield" <psychdoctor101@gmail.com>, Natasha M Barnes <NATASHA_M_BARNES@progressive.com>

Thank you – I greatly appreciate it.

Also, if its easier for you, please submit them once your treatment has been completed.

Sincerely,

Erikka

Erikka J. Williams DIRECT.HONEST.THOUGHTFUL.

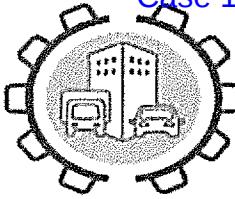
Commercial Claims Representative | NEW Newsletter Street Team Writer

The Progressive Group of Insurance Companies

747 Alpha Drive Highland Heights, OH 44143

Phone 440.910.8891 | Fax 833-905-1739 MON – FRIDAY 8AM-5PM

EM: ewillia3@progressive.com



COMMERCIAL CLAIMS

Helping the Freedom of Small Business



NEW

TRUE TO
OUR NAME,
Progressive

Statement of Confidentiality: This electronic message may contain confidential or privileged information. If you are not the intended recipient, or the person responsible for delivering the e-mail to the intended recipient, please notify me immediately at 404-439-7166, and destroy all copies of this message and any attachments. All correspondence (including any e-mail) we receive from you may become part of your permanent claim file. If you request a reply to this email, we may respond by e-mail or by phone.

[Quoted text hidden]

Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

Fri, Jan 21, 2022 at 4:16 PM

To: Erikka J Williams <ERIKKA_J_WILLIAMS@progressive.com>

Cc: "erikka_i_williams@progressive.com" <erikka_i_williams@progressive.com>, "Dr. Keenan Cofield"

<psychdoctor101@gmail.com>, Natasha M Barnes <NATASHA_M_BARNES@progressive.com>

Ms. Williams-My medical care and treatments is extensive and on-going and will last for 12 months or longer. I have not had the surgeries yet involving both the right and left rotator cuffs and C-3 thru C-8. This will not occur until I have and complete the prostate cancer treatments first.

I am currently seeing Orthopedic, Neurology, Psychiatrist, Back/Neck/Pain Specialists, ENT specialists, and others for my injuries associated with the accident.

My treatment shall not be completed for many months if ever at this point and time. Please advise how you want to handle this part of my situation? Everytime I go to the doctors there is a Report. I have 8-10 medical visits, examinations and treatments in the next 2 weeks alone scheduled.

If you have any questions, please send me an email or give me a call.

Sincerely,
Dr. Keenan Cofield

[Quoted text hidden]



Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

**ADDITIONAL NEW MEDICAL REPORTS FROM RECENT VISITS AND EXAMINATIONS
OF DR. KEENAN COFIELD-CLAIM NUMBER 229404821**

1 message

Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

Tue, Jan 25, 2022 at 12:53 PM

To: ewillia3@progressive.com, erikka_i_williams@progressive.com, Natasha M Barnes

<natasha_M_Barnes@progressive.com>, "Dr. Keenan Cofield" <psychdoctor101@gmail.com>, Supreme GRAND Bishop Cofield <Supremegrandbishop@gmail.com>

Dear Ms. E. Williams-

Please find enclosed copies of various recent medical reports to be added to the others. As I indicated to you before, my medical treatments from various medical specialists are on-going and will continue for some time. My pains are everyday, 24 hours a day. I hurt, I fear because what your customer caused is for life. I can't drive, I can't eat, I can't sleep. How are you going to fix my problems Progressive?

If you have any questions or are ready to discuss this matter, please reach out.

Respectfully Submitted,

Dr. Keenan Cofield, JD/Psy.D/Ph.D/DD

YU22.pdf
7695K



Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

NOTICE OF INTENT TO SUE-CLAIM NUMBER 229404821-CLAIM UPDATE

1 message

Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

Thu, Jan 27, 2022 at 1:02 AM

To: ewillia3@progressive.com, erikka_i_williams@progressive.com, Natasha M Barnes

<natasha_M_Barnes@progressive.com>, Supreme GRAND Bishop Cofield <Supremegrandbishop@gmail.com>, "Dr. Keenan Cofield" <psychdoctor101@gmail.com>

Dear Ms. Erikka Williams:

Please be advised, I received an epidural needle and/or injection in my back for ongoing continuous pains in my back, neck, lower back and other affected areas of constant pain. At 6:37pm I received a phone call from one of several outside medical specialists hired to review any and all medical records, documents, reports and various images of my back, neck, spine and other areas to determine feasibility and the risk of each surgery on each disc level. Experts determined that each surgery involved some substantial risks that I may never walk or walk the same as possible. Later today on 01/27/2022 this am, I have a further appointment with Dr. Zeena Dorai, MD a spine and neck surgeon and specialists, at Union Memorial Hospital.

After consultation with my legal team, I found it necessary to fully prepare to sue the insured, insurer and all other parties in the event We are not able to settle and/or resolve this claim. I am prepared to file a lawsuit seeking millions in damages if needed. Not being able to walk or walk properly has spooked me and further trauma has set in on me with that fear.

If you have any questions or concerns, please feel FREE to call and/or email me to further discuss.

Respectfully Submitted,

Dr. Keenan Cofield, JD/Psy.D/Ph.D/DD



Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

AMENDED MEDICAL REPORTS/DOCUMENTS/DIAGNOSES CLAIM NUMBER-229404821-UPDATES

1 message

Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

Thu, Jan 27, 2022 at 11:40 AM

To: erikka_i_williams@progressive.com, ewillia3@progressive.com, Natasha M Barnes <natasha_M_Barnes@progressive.com>, "Dr. Keenan Cofield" <psychdoctor101@gmail.com>, Supreme GRAND Bishop Cofield <Supremegrandbishop@gmail.com>

Dear Ms. Erikka Williams-

This morning I reported for a special examination to Dr. Zeena Dorai, MD a Spine specialist at MedStar Union Memorial Hospital in Baltimore, MD. Dr. Dorai referred me to Dr. Kenneth Means, MD a Hand Expert & Specialist for surgery on both hands due to serious to permanent nerve damage to both hands to repair some of the damage done post MVA or as a result of the MVA. **Dr. Dorai Report and her referral to Dr. Means is attached to be included in my file and pending Claim.**

If you have any questions, please send me an email and/or give me a call.

Respectfully,
Dr. Keenan Cofield, JD/Psy.D/Ph.D/DD

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4807K



Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

PERSONAL INJURY DEMAND LETTER-CLAIM NUMBER 229404821

2 messages

Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

Mon, Jan 31, 2022 at 1:37 AM

To: erikka_j_williams@progressive.com, ewillia3@progressive.com, "Dr. Keenan Cofield" <psychdoctor101@gmail.com>, Supreme GRAND Bishop Cofield <Supremegrandbishop@gmail.com>

Dear Ms. Erikka Williams-

Please treat our Original Notice of Claim, Amended and/or Supplemental Notice of Claim and Notice to Sue as our Personal Injury DEMAND Letter. We do hereby adopt and incorporate any and all claims, statements, paragraphs, to include any and all records and documents to medical reports in further support of our Personal Injury Demand Letter, as one of the same. We already submitted our demand for settlement in this matter immediately.

A breakdown of the demand amount has been previously submitted.

- 1). I/We seek to Amend and/or Supplement the Relief and other areas of our claims filed.
- 2). This is a Herniated Disc case. Involving the C-3-C-4, C-4-C-5, C-5-C-6, C-6-C-7. Liability is clear and undisputed several permanent injuries in this case. Herniated disc cases nationally verdicts to settlements are \$360,000 at the bottom into the millions. Herniated disc was the direct result of the motor accident/incident and crash at issue. The constant daily pain and suffering I endure with many limitations that the herniated disc injury causes the Claimant alone. We demand settlement damages in the amount of \$1,000,000 dollars alone for the herniated disc injuries.
- 3). Claimant back injuries, we demand settlement in the amount of \$750,000 to be included in the Original Claim-Notice. **Back surgery is required for my injuries.**
- 4). Maryland cap on Pain and Suffering is \$905,000. We demand our settlement include the FULL allowable amount under state law. Due to the devastating affect this accident has had on Claimant Dr. Cofield's body, mind, career, life and social abilities, the pain and suffering aspect of this case and claim warrants an evaluation that is equal to the cap both at any trial and the settlement table.
- 5). There is NO cap in Maryland for **Economic Damages** in all personal injuries cases.
- 6). **Do you think we can settle this case or should we proceed with the filing of our lawsuit with discovery already attached to be included with our filing?**
- 7). After careful consideration of the issues involved in this claim and review of jury verdicts and insurance company settlements with similar fact patterns, I believe the total demand amount in each Relief Section represents a fair and equitable settlement amount.

All of the damages were directly and proximately caused by the aforementioned negligence of the insured and were incurred without contributory negligence or assumption of the risk on the part of the Claimant/Plaintiff(s). **Claimants/Plaintiff(s) did not have the opportunity to avoid this accident with serious to permanent injuries. Several for life....**

I feel confident we can settle and resolve this claim. Let me know how you would like to proceed.

If you have any offer to make, you may submit it at anytime. However, this has been pending too long. The insured dragged their feet.

You may reach me by email, and/or by phone.

Respectfully Submitted,
Dr. Keenan Cofield, JD/Phy.D/Psy.D/DD

To: Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>, "erikka_i_williams@progressive.com" <erikka_i_williams@progressive.com>, "Dr. Keenan Cofield" <psychdoctor101@gmail.com>
Cc: Kevin B McNeil <Kevin_B_McNeil@progressive.com>

Good Morning Dr. Cofield,

Due to the nature of your injury claim – I have copied your new adjuster, Kevin McNeil to this email.

Please direct all further correspondence regarding your injury claim to Kevin, alone.

Sincerely,

Erikka

Erikka J. Williams DIRECT.HONEST.THOUGHTFUL.

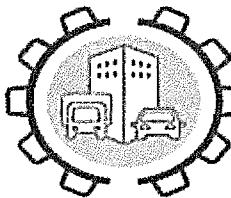
Commercial Claims Representative | NEW Newsletter Street Team Writer

The Progressive Group of Insurance Companies

747 Alpha Drive Highland Heights, OH 44143

Phone 440.910.8891 | Fax 833-905-1739 MON – FRIDAY 8AM-5PM

EM: ewillia3@progressive.com



**COMMERCIAL
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OUR NAME.
Progressive.

Statement of Confidentiality: This electronic message may contain confidential or privileged information. If you are not the intended recipient, or the person responsible for delivering the e-mail to the intended recipient, please notify me immediately at 404-439-7166, and destroy all copies of this message and any attachments. All correspondence (including any e-mail) we receive from you may become part of your permanent claim file. If you request a reply to this email, we may respond by e-mail or by phone.

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Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

STATUS OF CLAIM? CLAIM NUMBER-229404821

1 message

Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

Mon, Jan 31, 2022 at 12:22 PM

To: Kevin_B_McNeil@progressive.com, "Dr. Keenan Cofield" <psychdoctor101@gmail.com>, Supreme GRAND Bishop Cofield <Supremegrandbishop@gmail.com>

Dear Mr. Kevin B. McNeil-

This morning I was informed or advised that you are the NEW adjuster handling my claim. You are the fourth or fifth adjuster that has been assigned to my claim. My initial complaint and communication dates back to July 2021, with your insured party and another agent for the insured. They dragged their feet for over 5 to 6 months. Now, my claim is being bounced around again from adjuster to adjuster. I am fully aware you just received this claim file. **If you have any questions, please feel FREE to contact me or email me.** Be further advised I have several additional treatments, examinations and appointments this week and next on hands, neck, back etc. I shall continue to update you and provide copies of any and all records from my various doctors and specialists as soon as they are available to me and my on-going continuous treatments and medical care for quite some time.

Looking forward to your immediate reply.

Respectfully Submitted,
Dr. Keenan Cofield, JD/Psy.D/Ph.D/DD



Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

AMENDED AND/OR CORRECTION OF PAGE (3) OF NOTICE OF CLAIM DATED JANUARY 19, 2022

1 message

Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

Wed, Feb 2, 2022 at 11:05 AM

To: Kevin_B_McNeil@progressive.com, "Dr. Keenan Cofield" <psychdoctor101@gmail.com>, Supreme GRAND Bishop Cofield <Supremegrandbishop@gmail.com>

Dear Mr. Kevin McNeil:

Please find our Amendment and/or Correction to page (3) of my Notice of Claim-dated January 19, 2022 below. The CAUSES OF ACTION on page (3). incorrectly and inaccurately stated September 24rd, 2022. That date should have been July 20, 2021 instead.

Also during my interview, I only named a few of the various injuries, impairments and/or medical diagnoses to the investigator because they are all noted in my Claim Statement fully documented. I still have and retain the original photographs of the truck on the highway in real time, and my arm in a sling. The repair shop has the original photos of the property damaged to my vehicle in their custody that were sent to me

If you have any questions, please feel FREE to email me and/or give me a call.

Respectfully Submitted,
Dr. Keenan Cofield, JD/Psy.D/Ph.D/DD



Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

CLAIM NUMBER-229404821-COFIELD, et. al. v WORKTIME, INC., ET. AL.

1 message

Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

Wed, Feb 2, 2022 at 3:51 PM

To: Kevin_B_McNeil@progressive.com, "Dr. Keenan Cofield" <psychdoctor101@gmail.com>, Supreme GRAND Bishop Cofield <Supremegrandbishop@gmail.com>

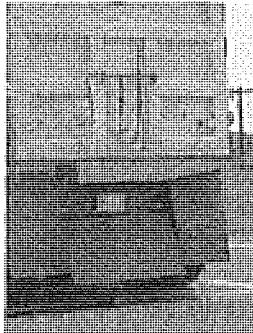
Dear Mr. Kevin McNeil:

In possible anticipation of litigation and/or our lawsuit against the insured, (WORKTIME, INC.) could you possibly answer the following questions we have at this point and time.

- 1). Is Progressive the Commercial INSURER for WORKTIME, INC. located at 8900 Millers Island Blvd. Sparrows, MD 21219?
- 2). On the date of the accident/incident was Progressive Insurance the insurer for WORKTIME, Inc. a (Baltimore County, MD) business?
- 3). On or about the 20th day of July, 2021, is the insured trucking business identified in QUESTIONS 1 and 2, the same as the #26 Truck in the attached photographs?
- 4). Does Progressive and/or Worktime admit or deny its vehicle on or about the 20th day of July, 2021 in the attached photos was on MD 95 South as indicated between mile markers 52.1 thru 52.3?
- 5). Does Progressive and Worktime admit that the rear dump truck was not secured as required by state and federal laws as shown in the photos?
- 6). Does Progressive and/or Worktime admit that Truck Number 26 as identified had some sort of debris in the back of the dump truck that fell out from the rear of the truck from a unsecured rear door on the claimant's vehicle at some point causing personal property damages and personal injuries to the Claimants?

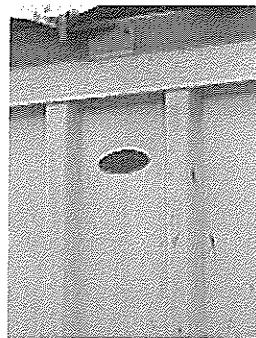
Mr. McNeil, if you have any questions or wish to discuss this matter I am open to hear your position, by phone or email. Looking forward to your immediate reply.

Sincerely,
Dr. Keenan Cofield, JD/Psy.D/Ph.D/DD
The Supreme GRAND Bishop-Dr. Cofield

4 attachments

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82K

IMG_6154.jpg
86K



IMG_6152.jpg
79K



IMG_6153.jpg
102K

RE: [EXTERNAL] CLAIM# 229 404 821 - COFIELD, et. al. v WORKTIME, INC., ET. AL.

2 messages

Kevin B McNeil <Kevin_B_McNeil@progressive.com>
To: Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

Fri, Feb 4, 2022 at 6:50 AM

Hello. We appreciate the photographs. We are currently continuing our investigation into the above matter. The questions you've asked are those typically included and responded to in the litigation process. Please provide us with a copy of any litigation that has been filed in this matter and we will see that a proper response is made. Thank you.

From: Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>
Sent: Wednesday, February 2, 2022 3:52 PM
To: Kevin B McNeil <Kevin_B_McNeil@Progressive.com>; Dr. Keenan Cofield <psychdoctor101@gmail.com>; Supreme GRAND Bishop Cofield <Supremegrandbishop@gmail.com>
Subject: [EXTERNAL] CLAIM NUMBER-229404821-COFIELD, et. al. v WORKTIME, INC., ET. AL.

Dear Mr. Kevin McNeil:

In possible anticipation of litigation and/or our lawsuit against the insured, (WORKTIME, INC.) could you possibly answer the following questions we have at this point and time.

- 1). Is Progressive the Commercial INSURER for WORKTIME, INC. located at 8900 Millers Island Blvd. Sparrows, MD 21219?
- 2). On the date of the accident/incident was Progressive Insurance the insurer for WORKTIME, Inc. a (Baltimore County, MD) business?
- 3). On or about the 20th day of July, 2021, is the insured trucking business identified in QUESTIONS 1 and 2, the same as the #26 Truck in the attached photographs?
- 4). Does Progressive and/or Worktime admit or deny its vehicle on or about the 20th day of July, 2021 in the attached photos was on MD 95 South as indicated between mile markers 52.1 thru 52.3?
- 5). Does Progressive and Worktime admit that the rear dump truck was not secured as required by state and federal laws as shown in the photos?
- 6). Does Progressive and/or Worktime admit that Truck Number 26 as identified had some sort of debris in the back of the dump truck that fell out from the rear of the truck from a unsecured rear door on the claimant's vehicle at some point causing personal property damages and personal injuries to the Claimants?

Mr. McNeil, if you have any questions or wish to discuss this matter I am open to hear your position, by phone or email. Looking forward to your immediate reply.

Sincerely,

Dr. Keenan Cofield, JD/Psy.D/Ph.D/DD

The Supreme GRAND Bishop-Dr. Cofield

Supreme GRAND Bishop Dr. Keenan Cofield <supremegrandbishop@gmail.com>

Fri, Feb 4, 2022 at 7:27 AM

To: Kevin B McNeil <Kevin_B_McNeil@progressive.com>, supremegrandbishop@gmail.com

Cc: supremegrandbishop@gmail.com

Good Morning Mr. McNeil. My lawsuit has been prepared in advance and ready for filing if we are unable to settle and resolve this claim. We have not completed discovery. Any requested damages would also exceed the policy limits, though those limits for commercial insurance coverage are higher than your normal auto vehicle policy limits.

Progressive has been aware of this accident since July 21 or 22nd of 2021 and has dragged its feet. No action was taken by the insured Worktime, Inc. and the agent whom we would name in our cause of action if any lawsuit was filed because she was the actual cause, contributed to or was the main actor why no action was taken from Worktime and/or Progressive, until I was forced to file my claim against Progressive and Worktime directly.

My various many treatments are and will continue for quite sometime. No planned surgeries can occur or begin until after my prostate cancer treatments first. The problems with my hands maybe the first item for surgery. Ill know more on that next week.

Since there are no open settlement offers or discussions at this time ill continue any possible discovery to be attached to any filings so there will be no further delay for justice for my pains and injuries.

If you have any questions about my claim please feel free to give me a call or send me an email. A quick response shall be forwarded.

Respectfully,

Dr. Keenan Cofield, JD/Ph.D/Psy.D/DD

[Quoted text hidden]



Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

CLAIM NUMBER-229404821-ADDITIONAL MEDICAL RECORDS AND TREATMENT DOCUMENTS, COFIELD, et. al. v WORKTIME, INC. et. al.

1 message

Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

Mon, Feb 7, 2022 at 1:16 PM

To: Kevin B McNeil <Kevin_B_McNeil@progressive.com>, "Dr. Keenan Cofield" <psychdoctor101@gmail.com>, Supreme GRAND Bishop Cofield <Supremegrandbishop@gmail.com>

Dear Mr. Kevin McNeil:

Please find enclosed a NEW medical report and additional findings from Dr. David A. Cohen, MD (Orthopedic Surgeon) dated February 7, 2022. Dr. Cohen gave me a steroid injection again due to pain in the left shoulder caused by the accident. Dr. Cohen and his medical staff expanded and added additional diagnoses to my Medical History listings and problems. Those diagnoses with checks are directly related to the MVA back July 20, 2021. Dr. Cohen also issued a NO WORK letter, which is already in the records issued that I cannot work or return to work with my multiple injuries which are permanent.

If you have any questions, please give me a call and/or email. These records are from examinations and treatments by Orthopedic Surgeon Dr. David Cohen, MD, on February 7, 2022, today date.

My treatments, care and surgeries will be on-going for many months to several years to complete.

Respectfully Submitted,
Dr. Keenan Cofield, JD/Ph.D/Psy.D/DD

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Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

(no subject)

3 messages

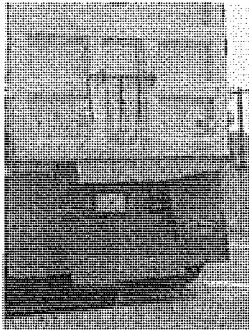
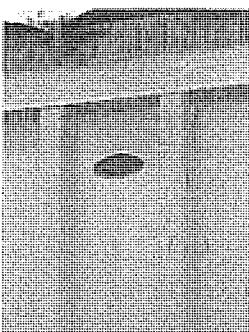
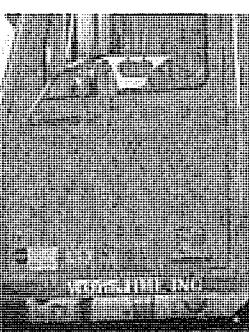
Supreme GRAND Bishop Dr. Keenan Cofield <supremegrandbishop@gmail.com>

To: SupremeGRANDBishop <SupremeGRANDBishop@gmail.com>

Cc: supremegrandbishop@gmail.com

Fri, Feb 18, 2022 at 3:37 PM

Sent from my T-Mobile 4G LTE Device

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79K**IMG_6153002.jpg**
102K**IMG_6154002.jpg**
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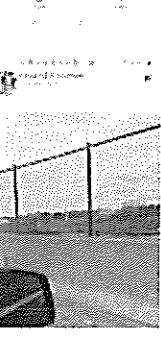
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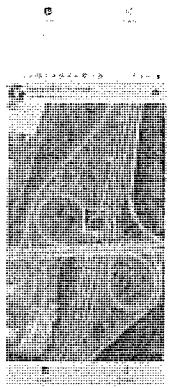
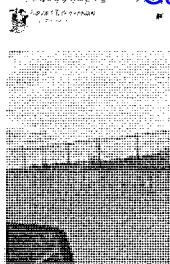


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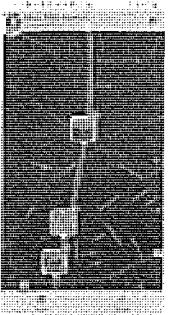
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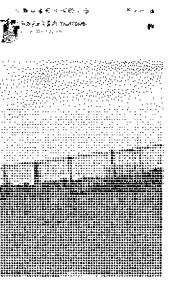


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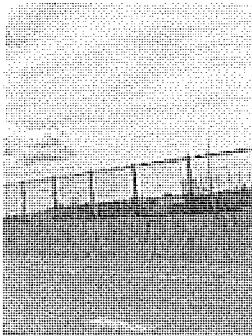
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65K **IMG_3775(5).jpg**
50K **IMG_3780(5).jpg**
70K**IMG_3782(5).jpg**
72K **IMG_3778(4).jpg**
45K**Supreme GRAND Bishop Cofield** <supremegrandbishop@gmail.com>

Sat, Feb 19, 2022 at 12:25 PM

To: Cheryl Kouns -MDInsurance- <cheryl.kouns@maryland.gov>, Supreme GRAND Bishop Cofield

<Supremegrandbishop@gmail.com>, "Dr. Keenan Cofield" <psychdoctor101@gmail.com>, Kevin B McNeil

<Kevin_B_McNeil@progressive.com>

Dear Ms. Kouns and ALL Other Parties-Including Progressive:

Enclosed for the purpose of this record and the on-going Complaint and Claims pending, please find enclosed correspondence and communications to date I had with Progressive Insurance Agent or company employee Maria Starrett whose number is listed as 443-928-0909. As requested, below is a listing of texts messages I personally had with Ms. Starrett the Progressive agent who was contacted by the Insurer WORKTIME, INC. within days after I reported the accident to them Ms. Starrett information was provided to me.. So for the record, Progressive was aware and fully notified

back in July, 2021 their insurer Dump Truck was involved in and caused an accident, property damage and personal bodily injury to me.

TEXTS MESSAGES:

2/18/2022 @ 4:51 pm

DR. COFIELD TO MS. STARRETT: Ms. Starrett, please send me your correct mailing address. I need to send you and WorkTime a Subpoena for records and documentation. I can serve your resident agent as well.

I have been told Worktime has stated they were not on 95 South on or about July 19, 2021. We have actual photos showing your insured truck exact location when each photo was taken.

Ms. Starrett Reply 02/18/2022 at 4:52 pm-REPLY- Please go through Progressive. Claims. They are handling the investigation. Ty

DR. COFIELD-FIRST TEXT to Ms. Starrett was Wednesday, September 22, 2021, at 12:28 am indicating the following: Ms. Starrett- My name is Dr. Keenan Cofield. You called me almost 2 weeks ago regarding my accident/incident involving your insured customer Working, Inc. As of this date I have not heard from either of you or insured. I am preparing to file Notice of Claim & Lawsuit and never received the policy number nor a fax or email to begin the process, from you or the insureds.

I have REAL losses I can't recoup, plus unable to work as I will detail in my claim, due injuries sustained and having multiple tests, examinations from an array of experts and specialists, including in physical therapy currently.

If you wish to contact me so we can formally have a discussion seeking to resolve this fine. However, I am prepared to file my claim myself further and/or file a lawsuit for damages suffered.

Looking forward to your immediate reply.

Respectfully Submitted,

Dr. Keenan Cofield, JD/Psy.D/DD/Ph.D

09/22/2021

On the morning of September 22, 2021, at 9:43 am-Ms. Starrett stated the following by text to me:Do not text my personal cell in the middle of the night--waiting to hear from your Insur carrier. She stated she Ms. Marie Starrett a Progressive agent and employee stated in this text that she was waiting on my insurance carrier. The reason unknown.

On 09/22/2021, I sent another text message to Ms. Marie to the following: I just spoke with Allison at GEICO at 540-286-4503. She advised she is in her office and you can give her a call on CLAIM NUMBER 0626598300101051. Bodily Injury/PIP Adjuster. END OF TEXT. This communication is a CLEAR indicator and proof Progressive was fully aware of the accident had been reported to my insurance company GEICO, and Progressive had knowledge along with the Insured WORKTIME, INC.

On Tuesday, January 18, 2022, I sent another text to Ms. Starrett at Progressive because of her failure to contact me to set the claim up which is what she told me on the phone as we talked several times over the past 7 months. DR. COFIELD TO MS. STARRETT--I just spoke with Allison at GEICO at 540-286-4503. She advised she is in her office and you can give her a call on CLAIM NUMBER 0626598300101051. Bodily Injury/PIP Adjuster

DR. COFIELD TO MS. STARRETT

- 1). I need the Claims Number and email to forward Notice of Claim, medical and auto records, invoices etc.
- 2). No one never provided me with the Claims Number and other relevant information.

MS. STARRETT REPLY: 14439280909 Deposited a new message:

"Hello, this is Maria, calling you back, calling me about the work time. Clean, nah, you do me a favor, and I'll be back in touch with you tomorrow. I'm on the road this afternoon. I just wanted to give you a courtesy call that I received your text look into, and I'll be back in touch. Thank you."

Click here: 14699825002 to listen to full voice message.

Progressive and their insured party WORKTIME, INC. has had knowledge their vehicle caused property damage and injury to me back July of 2021.

Additionally, the various photos are originals and clearly indicate after We went to T-Mobile yesterday in (Baltimore) and speaking with technical support, we my daughter and I were able to know how you go into an Iphone and/or Android

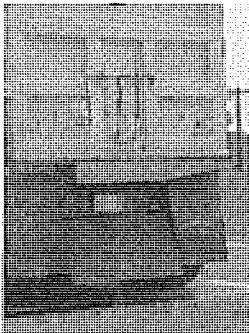
phone to find and retrieve location data from any video and pictures taken in real time. The pictures taken by my daughter K. N. on or about the 19th day of July, 2021, show the pictures of the WORKTIME Dump Truck were on 95 South as reported, in several images. We were able to track the photos back to the exact location where the pictures were taken. It appears that WORKTIME has falsely reported to their insurer that they were not in the area or on 95 during or around July 19, or 20 th is not accurate and false. These pictures put that truck on that highway at that time period.

I am in the process of obtaining a SUBOENA for the phone records of the drive of the Dump Truck and other logs and records relating to the accident and incident.

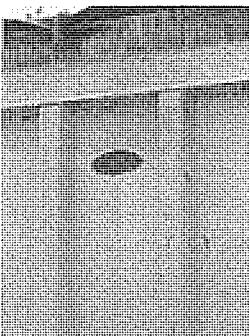
If anyone has any questions, please send me an email and/or give me a call.

Respectfully Submitted,
Dr. Keenan Cofield

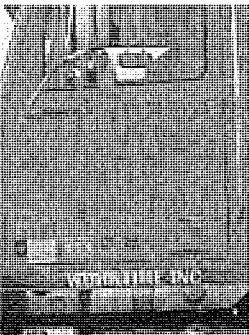
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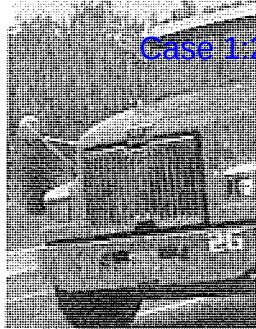
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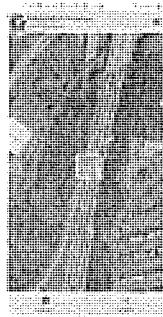
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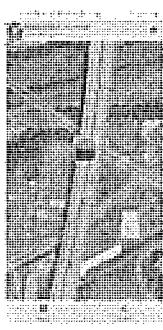
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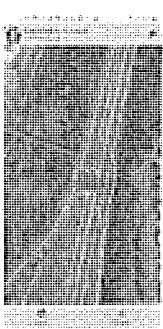
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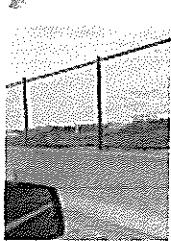
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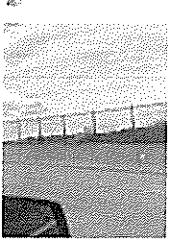


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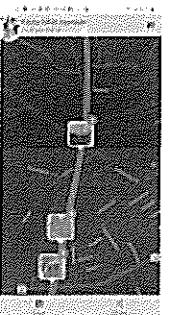
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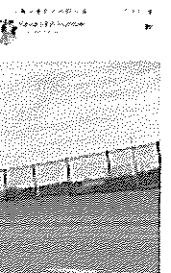
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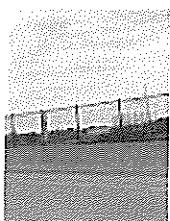


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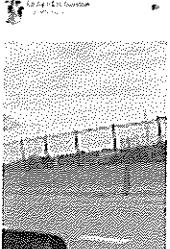
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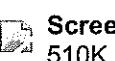
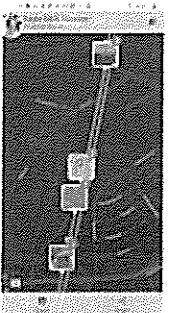
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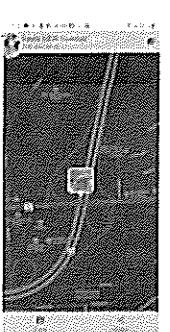
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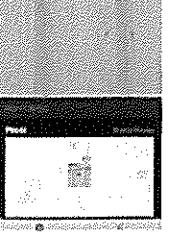
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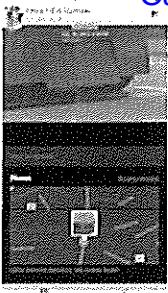
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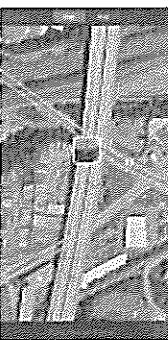
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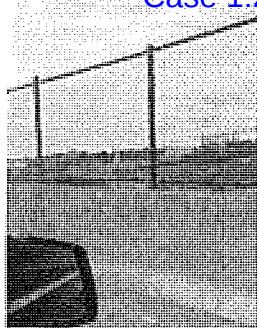
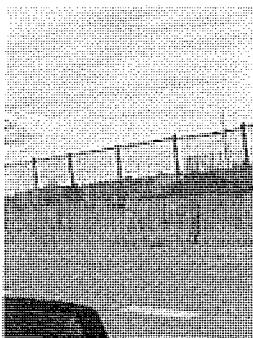
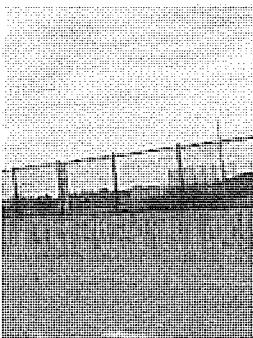
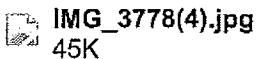
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45K

Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

Sat, Feb 19, 2022 at 2:10 PM

To: Kevin B McNeil <Kevin_B_McNeil@progressive.com>, Supreme GRAND Bishop Cofield <Supremegrandbishop@gmail.com>, "Dr. Keenan Cofield" <psychdoctor101@gmail.com>

Mr. Kevin McNeil-Please TREAT this Letter as an AMENDMENT AND/OR SUPPLEMENT to my pending claims as to the issue of location of the vehicle at the time of the accident/incident is foolishly being DENIED by your insured. T-Mobile, Apple and Google provided us vital information as to the exact location of the WORKTIME Dump Truck on that date and time and location on 95 South Baltimore County/City MD.

ADDITIONALLY, I now wish to include and add another claim for False statements and Fraud by your insured party WORKTIME, inc. WORKTIME, your insured party has falsely stated to you that their Dump Truck #26 was not in that area on 95 South on or about July 19 or 20th of 2021. Lying to an insurance company and/or giving false to inaccurate statements is criminal in case your clients did not know it, even to you. Furthermore, Progressive made a false statement on their (WORKTIME) behalf to The Maryland Insurance Administration Mr. McNeil. I was READ the Progressive entire statement to my Insurance Complaint BY THE Investigator, but I await a copy from that MD State agency in the next few days.

COMPLAINT FOR FRAUD AND FALSE STATEMENT-

I/We do hereby adopt each and every previous claim and statement in further support of our additional claims herein. WORKTIME, INC. the insured gave Progressive a statement that their Dump Truck #26 was never or not on 95 South on the 19 or 20th of July, 2021. Photo and other pictures to images taken prove the Worktime dump truck was in fact on 95 South on the day or dates in question. WORKTIME seeks to avoid liability by falsely claiming their vehicle was not on that highway at all on the date or dates in question. WORKTIME false misrepresentation is to mislead their insurer in hopes

Case 1:22-cv-00727-SAG Document 11 Filed 03/21/22 Page 95 of 187

to avoid liability, in the event of a lawsuit being filed and ready other evidence shall be presented. The Respondents hoped that their false statements to Claimant would rely on their false statements. The Claimants have NO intentions to do so or fraud. More information shall be provided once that exact information is provided and a detailed claim shall be provided with more damages be requested from Progressive and WORKTIME.

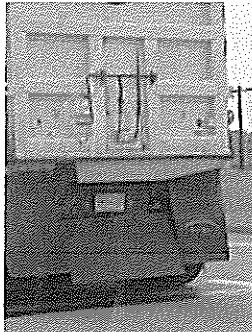
Looking forward to your immediate reply.

Respectfully Submitted,

Dr. Keenan Cofield, JD/Psy.D/Ph.D/DD

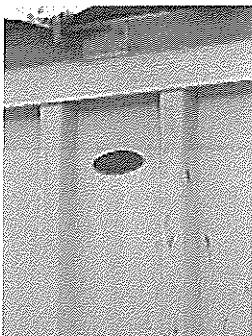
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30 attachments



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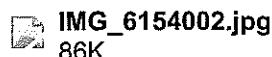
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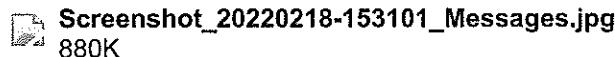
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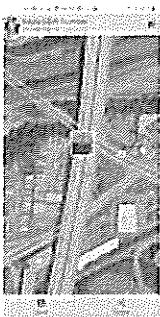
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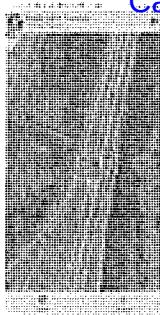
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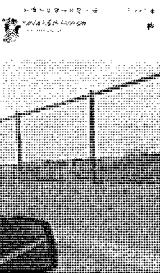


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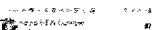
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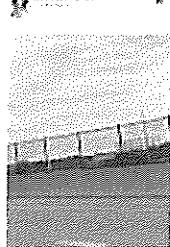
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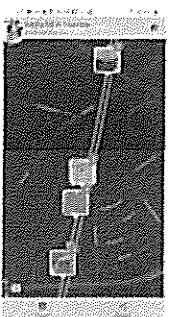
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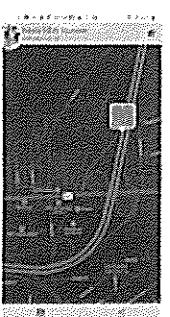
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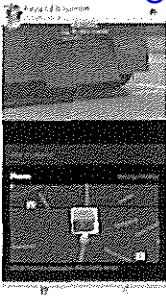


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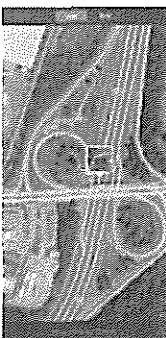
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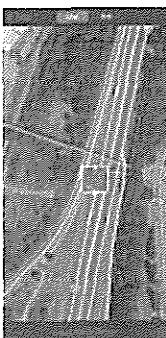
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Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

**CLAIM #229404821-AMENDED AND/OR ADDENDUM TO MEDICAL REPORTS
CONTINUING**

3 messages

Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

Fri, Jan 21, 2022 at 12:46 PM

To: erikka_i_williams@progressive.com, ewillia3@progressive.com, Supreme GRAND Bishop Cofield

<Supremegrandbishop@gmail.com>, "Dr. Keenan Cofield" <psychdoctor101@gmail.com>,

natasha_M_Barnes@progressive.com

Dear Ms. E. Williams:

Please find enclosed a UPDATED copy of Dr. Martha Williams, MD medical reports and findings from 01/13/2022 that was expanded or caused my medical records to include many other diagnoses as part of the primary medical files with that facility. If you have any questions, please feel FREE to email me or give me a call.

As I continue to be treated and receive specialized on-going treatments and care for quite some time, I shall continue to update you and provide any and all medical records, documents and diagnoses that are reported to me to you.

Respectfully Submitted,
Dr. Keenan Cofield, JD/Ph.D/Psy.D/DD

EXH A.pdf
5795K

Erikka J Williams <ERIKKA_J_WILLIAMS@progressive.com>

Fri, Jan 21, 2022 at 3:17 PM

To: Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>, "erikka_i_williams@progressive.com"
<erikka_i_williams@progressive.com>, "Dr. Keenan Cofield" <psychdoctor101@gmail.com>, Natasha M Barnes
<NATASHA_M_BARNES@progressive.com>

Thank you – I greatly appreciate it.

Also, if its easier for you, please submit them once your treatment has been completed.

Sincerely,

Erikka

Erikka J. Williams DIRECT.HONEST.THOUGHTFUL.

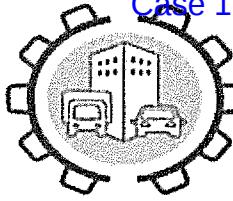
Commercial Claims Representative | NEW Newsletter Street Team Writer

The Progressive Group of Insurance Companies

747 Alpha Drive Highland Heights, OH 44143

Phone 440.910.8891 | Fax 833-905-1739 MON – FRIDAY 8AM-5PM

EM: ewillia3@progressive.com



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Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

Fri, Jan 21, 2022 at 4:16 PM

To: Erikka J Williams <ERIKKA_J_WILLIAMS@progressive.com>

Cc: "erikka_i_williams@progressive.com" <erikka_i_williams@progressive.com>, "Dr. Keenan Cofield"

<psychdoctor101@gmail.com>, Natasha M Barnes <NATASHA_M_BARNES@progressive.com>

Ms. Williams-My medical care and treatments is extensive and on-going and will last for 12 months or longer. I have not had the surgeries yet involving both the right and left rotator cuffs and C-3 thru C-8. This will not occur until I have and complete the prostate cancer treatments first.

I am currently seeing Orthopedic, Neurology, Psychiatrist, Back/Neck/Pain Specialists, ENT specialists, and others for my injuries associated with the accident.

My treatment shall not be completed for many months if ever at this point and time. Please advise how you want to handle this part of my situation? Everytime I go to the doctors there is a Report. I have 8-10 medical visits, examinations and treatments in the next 2 weeks alone scheduled.

If you have any questions, please send me an email or give me a call.

Sincerely,
Dr. Keenan Cofield

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Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

ADDITIONAL NEW MEDICAL REPORTS FROM RECENT VISITS AND EXAMINATIONS OF DR. KEENAN COFIELD-CLAIM NUMBER 229404821

1 message

Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

Tue, Jan 25, 2022 at 12:53 PM

To: ewillia3@progressive.com, erikka_i_williams@progressive.com, Natasha M Barnes

<natasha_M_Barnes@progressive.com>, "Dr. Keenan Cofield" <psychdoctor101@gmail.com>, Supreme GRAND Bishop Cofield <Supremegrandbishop@gmail.com>

Dear Ms. E. Williams-

Please find enclosed copies of various recent medical reports to be added to the others. As I indicated to you before, my medical treatments from various medical specialists are on-going and will continue for some time. My pains are everyday, 24 hours a day. I hurt, I fear because what your customer caused is for life. I can't drive, I can't eat, I can't sleep. How are you going to fix my problems Progressive?

If you have any questions or are ready to discuss this matter, please reach out.

Respectfully Submitted,

Dr. Keenan Cofield, JD/Psy.D/Ph.D/DD

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Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

NOTICE OF INTENT TO SUE-CLAIM NUMBER 229404821-CLAIM UPDATE

1 message

Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

Thu, Jan 27, 2022 at 1:02 AM

To: ewillia3@progressive.com, erikka_i_williams@progressive.com, Natasha M Barnes

<natasha_M_Barnes@progressive.com>, Supreme GRAND Bishop Cofield <Supremegrandbishop@gmail.com>, "Dr. Keenan Cofield" <psychdoctor101@gmail.com>

Dear Ms. Erikka Williams:

Please be advised, I received an epidural needle and/or injection in my back for ongoing continuous pains in my back, neck, lower back and other affected areas of constant pain. At 6:37pm I received a phone call from one of several outside medical specialists hired to review any and all medical records, documents, reports and various images of my back, neck, spine and other areas to determine feasibility and the risk of each surgery on each disc level. Experts determined that each surgery involved some substantial risks that I may never walk or walk the same as possible. Later today on 01/27/2022 this am, I have a further appointment with Dr. Zeena Dorai, MD a spine and neck surgeon and specialists, at Union Memorial Hospital.

After consultation with my legal team, I found it necessary to fully prepare to sue the insured, insurer and all other parties in the event We are not able to settle and/or resolve this claim. I am prepared to file a lawsuit seeking millions in damages if needed. Not being able to walk or walk properly has spooked me and further trauma has set in on me with that fear.

If you have any questions or concerns, please feel FREE to call and/or email me to further discuss.

Respectfully Submitted,
Dr. Keenan Cofield, JD/Psy.D/Ph.D/DD



Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

NOTICE OF INTENT TO SUE-CLAIM NUMBER 229404821-CLAIM UPDATE

1 message

Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

Thu, Jan 27, 2022 at 1:02 AM

To: ewillia3@progressive.com, erikka_i_williams@progressive.com, Natasha M Barnes

<natasha_M_Barnes@progressive.com>, Supreme GRAND Bishop Cofield <Supremegrandbishop@gmail.com>, "Dr. Keenan Cofield" <psychdoctor101@gmail.com>

Dear Ms. Erikka Williams:

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After consultation with my legal team, I found it necessary to fully prepare to sue the insured, insurer and all other parties in the event We are not able to settle and/or resolve this claim. I am prepared to file a lawsuit seeking millions in damages if needed. Not being able to walk or walk properly has spooked me and further trauma has set in on me with that fear.

If you have any questions or concerns, please feel FREE to call and/or email me to further discuss.

Respectfully Submitted,
Dr. Keenan Cofield, JD/Psy.D/Ph.D/DD



Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

AMENDED MEDICAL REPORTS/DOCUMENTS/DIAGNOSES CLAIM NUMBER-229404821-UPDATES

1 message

Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

Thu, Jan 27, 2022 at 11:40 AM

To: erikka_i_williams@progressive.com, ewillia3@progressive.com, Natasha M Barnes <natasha_M_Barnes@progressive.com>, "Dr. Keenan Cofield" <psychdoctor101@gmail.com>, Supreme GRAND Bishop Cofield <Supremegrandbishop@gmail.com>

Dear Ms. Erikka Williams-

This morning I reported for a special examination to Dr. Zeena Dorai, MD a Spine specialist at MedStar Union Memorial Hospital in Baltimore, MD. Dr. Dorai referred me to Dr. Kenneth Means, MD a Hand Expert & Specialist for surgery on both hands due to serious to permanent nerve damage to both hands to repair some of the damage done post MVA or as a result of the MVA. **Dr. Dorai Report and her referral to Dr. Means is attached to be included in my file and pending Claim.**

If you have any questions, please send me an email and/or give me a call.

Respectfully,
Dr. Keenan Cofield, JD/Psy.D/Ph.D/DD

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Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

PERSONAL INJURY DEMAND LETTER-CLAIM NUMBER 229404821

2 messages

Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

Mon, Jan 31, 2022 at 1:37 AM

To: erikka_j_williams@progressive.com, ewillia3@progressive.com, "Dr. Keenan Cofield" <psychdoctor101@gmail.com>, Supreme GRAND Bishop Cofield <Supremegrandbishop@gmail.com>

Dear Ms. Erikka Williams-

Please treat our Original Notice of Claim, Amended and/or Supplemental Notice of Claim and Notice to Sue as our Personal Injury DEMAND Letter. We do hereby adopt and incorporate any and all claims, statements, paragraphs, to include any and all records and documents to medical reports in further support of our Personal Injury Demand Letter, as one of the same. We already submitted our demand for settlement in this matter immediately.

A breakdown of the demand amount has been previously submitted.

- 1). I/We seek to Amend and/or Supplement the Relief and other areas of our claims filed.
- 2). This is a Herniated Disc case. Involving the C-3-C-4, C-4-C-5, C-5-C-6, C-6-C-7. Liability is clear and undisputed several permanent injuries in this case. Herniated disc cases nationally verdicts to settlements are \$360,000 at the bottom into the millions. Herniated disc was the direct result of the motor accident/incident and crash at issue. The constant daily pain and suffering I endure with many limitations that the herniated disc injury causes the Claimant alone. We demand settlement damages in the amount of \$1,000,000 dollars alone for the herniated disc injuries.
- 3). Claimant back injuries, we demand settlement in the amount of \$750,000 to be included in the Original Claim-Notice. **Back surgery is required for my injuries.**
- 4). Maryland cap on Pain and Suffering is \$905,000. We demand our settlement include the FULL allowable amount under state law. Due to the devastating affect this accident has had on Claimant Dr. Cofield's body, mind, career, life and social abilities, the pain and suffering aspect of this case and claim warrants an evaluation that is equal to the cap both at any trial and the settlement table.
- 5). There is NO cap in Maryland for **Economic Damages** in all personal injuries cases.
- 6). **Do you think we can settle this case or should we proceed with the filing of our lawsuit with discovery already attached to be included with our filing?**
- 7). After careful consideration of the issues involved in this claim and review of jury verdicts and insurance company settlements with similar fact patterns, I believe the total demand amount in each Relief Section represents a fair and equitable settlement amount.

All of the damages were directly and proximately caused by the aforementioned negligence of the insured and were incurred without contributory negligence or assumption of the risk on the part of the Claimant/Plaintiff(s). **Claimants/Plaintiff(s) did not have the opportunity to avoid this accident with serious to permanent injuries. Several for life....**

I feel confident we can settle and resolve this claim. Let me know how you would like to proceed.

If you have any offer to make, you may submit it at anytime. However, this has been pending too long. The insured dragged their feet.

You may reach me by email, and/or by phone.

Respectfully Submitted,
Dr. Keenan Cofield, JD/Phy.D/Psy.D/DD

To: Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>, "erikka_i_williams@progressive.com" <erikka_i_williams@progressive.com>, "Dr. Keenan Cofield" <psychdoctor101@gmail.com>
Cc: Kevin B McNeil <Kevin_B_McNeil@progressive.com>

Good Morning Dr. Cofield,

Due to the nature of your injury claim – I have copied your new adjuster, Kevin McNeil to this email.

Please direct all further correspondence regarding your injury claim to Kevin, alone.

Sincerely,

Erikka

Erikka J. Williams *DIRECT.HONEST.THOUGHTFUL.*

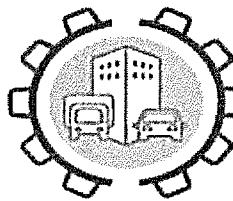
Commercial Claims Representative | NEW Newsletter Street Team Writer

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747 Alpha Drive Highland Heights, OH 44143

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EM: ewillia3@progressive.com



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OUR NAME,
Progressive.

Statement of Confidentiality: This electronic message may contain confidential or privileged information. If you are not the intended recipient, or the person responsible for delivering the e-mail to the intended recipient, please notify me immediately at 404-439-7166, and destroy all copies of this message and any attachments. All correspondence (including any e-mail) we receive from you may become part of your permanent claim file. If you request a reply to this email, we may respond by e-mail or by phone.

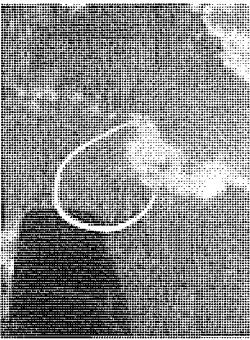
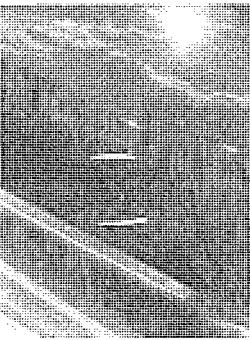
[Quoted text hidden]

(no subject)

2 messages

Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>
To: Supreme GRAND Bishop Cofield <Supremegrandbishop@gmail.com>

Wed, Jan 19, 2022 at 7:44 PM

17 attachments**Front.jpg**
97K**Left Rear.jpg**
93K**Photo 11.jpg**
37K**Photo 06.jpg**
49K**Photo 10.jpg**
63K

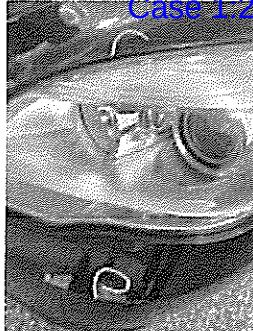


Photo 03.jpg

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Photo 05.jpg

48K

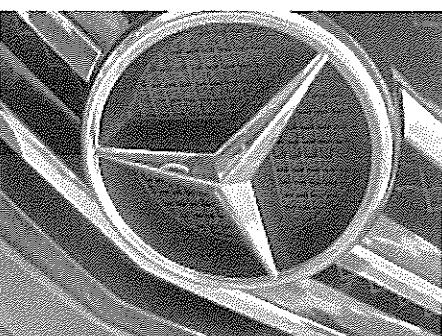


Photo 15.jpg

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Photo 07.jpg

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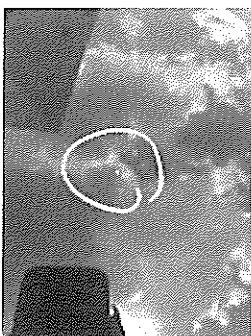


Photo 09.jpg

34K

Photo 12.jpg

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Photo 13.jpg
43K

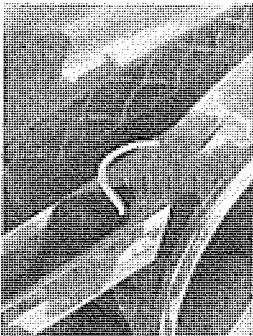


Photo 14.jpg
41K



Left Front.jpg
101K

Photo 18.jpg
32K

Photo 17.jpg
39K

Left Side.jpg
71K

Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

Wed, Jan 19, 2022 at 7:50 PM

To: natasha_M_Barnes@progressive.com, a111493@progressive.com, Supreme GRAND Bishop Cofield <Supremegrandbishop@gmail.com>, "Dr. Keenan Cofield" <psychdoctor101@gmail.com>

----- Forwarded message -----

From: **Supreme GRAND Bishop Cofield** <supremegrandbishop@gmail.com>

Date: Wed, Jan 19, 2022 at 7:44 PM

Subject:

To: Supreme GRAND Bishop Cofield <Supremegrandbishop@gmail.com>

CLAIM NUMBER: 229404821

Ms. Barnes-Photos taken by Auto Evolution who repaired my vehicle.

Dr. Keenan Cofield



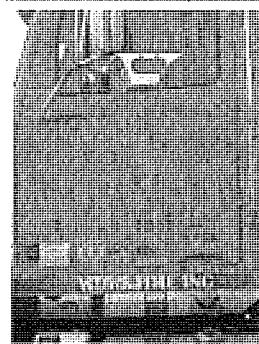
Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

(no subject)

2 messages

Dr. Keenan Cofield <psychdoctor101@gmail.com>
To: Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

Wed, Jan 19, 2022 at 7:27 PM



IMG_6153001.jpg
102K

Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>
To: Natasha_M_Barnes@progressive.com, a111493@progressive.com, Supreme GRAND Bishop Cofield
<Supremegrandbishop@gmail.com>, "Dr. Keenan Cofield" <psychdoctor101@gmail.com>

Wed, Jan 19, 2022 at 8:01 PM

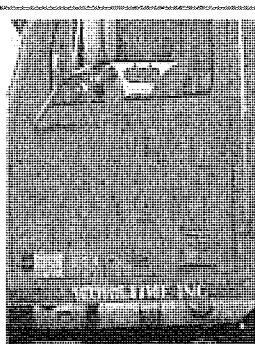
----- Forwarded message -----

From: **Dr. Keenan Cofield** <psychdoctor101@gmail.com>
Date: Wed, Jan 19, 2022 at 7:27 PM
Subject:
To: Supreme GRAND Bishop Cofield <supremegrandbishop@gmail.com>

CLAIM # 229404821

One of several pictures take of Dump Truck #26 in REAL time on July 20, 2021.

Dr. Keenan Cofield



IMG_6153001.jpg
102K

EXHIBIT-A

**Copies of Dr. Martha Johnson,
MD at Franklin Square Hospital
FAMILY Health Center-
UPDATED FINAL REPORTS
dated 01/13/2022 on
01/20/2022. Page(s) 1 and 2
UPDATED and/or AMENDED
with NEW or Additional
Diagnoses added**

MedStar Family Health Center at MFSMC
 9101 Franklin Square Drive
 Suite 300
 Baltimore, MD, 21237
 Phone: (443)777-2000 Fax: --

Primary Care Office/Clinic Note
 Visit Date: 01/13/2022 13:20
 Scheduled Provider: Johnson, MD, Martha E.

* Final Report *

Chief Complaint

Follow updated referral for radiology.

History of Present Illness

Mr. Keenan Cofield is a 62-year-old M with past medical history of prostate cancer, HFrEF, COPD, HTN, and complete tear of the rotator cuff presenting to clinic today for an acute visit c/o hospital follow up.

Patinet is a phd in pscyh, JD

Seeing psych tomorrow

Seeing a therapist at Aspire

Having a lot pain from MVA, feeling very depressed as well

Officially stopped working 7/20/2021

December 22 2021 was the

During the day, staying connected and watching the news

Go to Mother for support, friends for support as well

Just found out 3 weeks ago that have 2 daughters, 8 months apart

Matched through ancestry website

1 17 year old daughter

1 42 year old daughter

Taking gabapentin for the nerve damage

+ wheezing lately have been taking the Qvar, just take the inhaler for a while

Physical Exam

Vitals & Measurements

01/13/2022 13:42 T: 36.7 °C (98.1 °F) - Oral P: 80

HT: 187.96 cm (6 ft 2 in) WT: 107.3 kg (236 lbs 1 oz) BMI: 30.37 kg/m²

General : Well developed, well nourished. Alert and oriented, no acute distress.

Eye : Pupils round. Normal appearing conjunctiva. No scleral icterus.

HENT : Normocephalic, clear tympanic membranes, normal hearing, moist oral mucosa Oropharynx clear and without edema, injection nor exudate. The uvula is midline.

Neck : Supple, non-tender, with full range of motion, no lymphadenopathy.

Lungs : No respiratory distress. Lungs are clear to auscultation and percussion with good air exchange. Non-labored respiration. No crackles, no wheeze

Heart or Cardiovascular : Normal rate, regular rhythm, no murmur, gallop or rub. There is no peripheral edema.

Abdomen : Soft, supple, non-distended. No tenderness to palpation. Bowel sounds are present and normal. No masses or organomegaly noted.

Musculoskeletal : No gross deformity of extremities. All extremities move well with full range of motion and strength, no tenderness or swelling.

Skin : Skin is warm and dry.. No rashes or lesions.

Problem List/Past Medical History

Ongoing Problems

Allergic rhinitis
 At risk of venous thromboembolus
 Carpal tunnel syndrome
 Cervical disc disease
 Cervical radiculopathy
 Cervical stenosis of spine
 Complete rotator cuff tear of left shoulder
 Erectile dysfunction
 Eye pain
 Heart failure with reduced ejection fraction
 History of COPD
 Hypercholesterolemia
 Hypertension
 Immunization due
 Impingement syndrome of right shoulder
 Impingement syndrome, shoulder, left
 Lumbar herniated disc
 Neck pain
 Numbness and tingling of upper extremity
 Obesity
 Paresthesia of hand, bilateral
 Prostate cancer
 Prostatitis
 Pruritus
 Seasonal allergies
 Sensorimotor neuropathy
 Shoulder pain, left
 Spondylosis of cervical spine
 Temporomandibular joint (TMJ) pain

Procedure/Surgical History

- APPLICATION SHORT LEG SPLINT CALF FOOT (10/25/2018)
- None

Medications

Medications at the Start of the Visit

- amlODIPine (amlODIPine 10 mg oral tablet), 10 mg, 1 tab, PO, Daily, 90 tab, 1 Refill(s)
- aspirin (aspirin 81 mg oral delayed release tablet), 81 mg, 1 tab, PO, Daily, 90 tab, 3 Refill(s)
- atorvastatin (atorvastatin 40 mg oral tablet), 40 mg, 1 tab, PO, Daily, 90 tab, 3

MedStar Family Health Center at
MFSMC

Primary Care Office/Clinic Note

Visit Date: 01/13/2022 13:20

Neurologic : Cranial Nerves II-XII are grossly intact.

Psychiatric : Cooperative, appropriate mood, affect, and thought. Flat affect

Pain Assessment

Primary: Numeric Pain Score: 8 (01/13/22 13:42:00)

Pain Present: Yes actual or suspected pain (01/13/22 13:42:00)

Assessment/Plan

1. Depression F32.4

Patient here and reports that he is struggling with his mental health

Gave my support for him.

Seeing psychiatry tomorrow

Encourage him to continue follow-up with therapy

2. Adjustment disorder with mixed anxiety and depressed mood F43.23

3. Asthma J45.909

Patient reports some wheezing, taking Qvar (ICS) for management, reviewed recent medication refills

Patient may benefit from an ICS-LABA per GINA guidelines

4. Heart failure with reduced ejection fraction I50.20

Diagnosed with HFrEF on admission 6/2021, EF 45-50%, patient is asymptomatic

Continue furosemide 20mg qday

Would recommend f/u with cardiology

5. Prostate cancer

T1 high grade adenocarcinoma

Seeing specialists to follow-up with treatment

Patient requested that I review and update his problem list, which we are happy to do.

Appreciate any further feedback to keep his problems up to date.

Back spasm M62.830

Cervical somatic dysfunction M99.01

Complete rotator cuff tear of left shoulder M75.122

Impingement syndrome of right shoulder M75.41

Insomnia G47.00

Motor vehicle accident V89.2XXA

Numbness and tingling of upper extremity R20.0

Other cervical disc displacement at C4-C5 level M50.221

Other cervical disc displacement at C5-C6 level M50.222

Other cervical disc displacement at C6-C7 level M50.223

Prostate cancer C61

PTSD (post-traumatic stress disorder) F43.10

Shoulder pain, right M25.511

Somatic dysfunction of lumbar region M99.03

Somatic dysfunction of thoracic region M99.02

Somatic dysfunction of upper extremity M99.07

Upper back pain M54.9

1. Cervical radiculopathy M54.12

According to neurologist recommendation, will start patient on oral B12 medication. He should continue this indefinitely. Patient also requesting updated work letter as states upper extremity pain continues to limit his ability to return to work. Follow-up with the patient after his follow-up appointments and surgical interventions in the new year.

- updated letter to be left at the front

- B12 pills

Refill(s)

4. azelastine nasal (azelastine 137 mcg/inh (0.1%) nasal spray), 1 spray, Inhale-nasal, Daily, 1 ea, 0 Refill(s)
5. beclomethasone (Qvar Redihaler 80 mcg/inh inhalation aerosol), 80 mcg, 1 inhl, Inhalation, 2x/day, for 30 Day(s), rinse mouth after use, 1 ea, 0 Refill(s)
6. beclomethasone (Qvar Redihaler 80 mcg/inh inhalation aerosol), 0 Refill(s)
7. cetirizine (cetirizine 10 mg oral tablet), 10 mg, 1 tab, PO, Daily, 90 tab, 0 Refill(s)
8. cyanocobalamin (Vitamin B12 1000 mcg oral tablet), 1,000 mcg, 1 tab, PO, Daily, 90 tab, 2 Refill(s)
9. diclofenac topical (diclofenac 1% topical gel), 1 appl, TOP, 4x/day, PRN: as needed for pain, 100 gm, 0 Refill(s)
10. EPINEPHRine (EpiPen 2-Pak 0.3 mg injectable kit), 0.3 mg, 1 ea, IM, One Time, 1 pack, 1 Refill(s)
11. fexofenadine (fexofenadine 180 mg oral tablet), 180 mg, 1 tab, PO, Daily, 90 tab, 0 Refill(s)
12. fluticasone nasal (Flonase 50 mcg/inh nasal spray), 2 inhl, Nasal, Daily, 2 inhalations per nostril, 16 gm, 3 Refill(s)
13. furosemide (furosemide 20 mg oral tablet), 20 mg, 1 tab, PO, Daily, 90 tab, 0 Refill(s)
14. gabapentin (gabapentin 100 mg oral capsule), 100 mg, 1 cap, PO, 3x/day, 90 cap, 0 Refill(s)
15. ibuprofen (ibuprofen 600 mg oral tablet), 0 Refill(s)
16. lidocaine topical (Lidoderm 5% topical film), 1 patch, TransDERMAL, Daily, for 7 Day(s), apply up to 12h/d, max 3 patches at a time, 30 patch, 0 Refill(s)
17. metoprolol (metoprolol succinate 25 mg oral tablet, extended release), 25 mg, 1 tab, PO, Daily, 30 tab, 0 Refill(s)
18. potassium chloride (potassium chloride 20 mEq oral tablet, extended release), 20 mEq, 1 tab, PO, Daily, 10 tab, 3 Refill(s)

Medication Changes at visit

1. cetirizine (cetirizine 10 mg oral tablet), 10 mg, 1 tab, PO, Daily, 90 tab, 0 Refill(s) Discontinued
2. escitalopram (escitalopram 10 mg oral tablet), 10 mg, 1 tab, PO, Daily, 30 tab, 0 Refill(s) New
3. trazODone (trazODone 50 mg oral tablet), 50 mg, 1 tab, PO, Nightly, 30 tab, 0 Refill(s) New

Patient InstructionsCOFIELD, KEENAN KESTER
DOB: [REDACTED] 1959FSH-00677866220
Printed on: 01/20/2022 14:58 ESTEMPI: 36263
Page 2 of 4

Good to see you today!

I am sorry that you are going through so much stress. Please let us know how we can help you.

I sent a prescription for the albuterol to the pharmacy. Make sure you are taking this and not the Qvar inhaler. If you need the albuterol inhaler more than once a week, please let us know.

I will update your problem list from the list that you gave me.

Please come back to see Dr. Pristell in 2 months for a follow-up or sooner if needed.

Medications at the End of the Visit

1. amlodipine (amlodipine 10 mg oral tablet), 10 mg, 1 tab, PO, Daily, 90 tab, 1 Refill(s)
2. aspirin (aspirin 81 mg oral delayed release tablet), 81 mg, 1 tab, PO, Daily, 90 tab, 3 Refill(s)
3. atorvastatin (atorvastatin 40 mg oral tablet), 40 mg, 1 tab, PO, Daily, 90 tab, 3 Refill(s)
4. azelastine nasal (azelastine 137 mcg/inh (0.1%) nasal spray), 1 spray, Inhale-nasal, Daily, 1 ea, 0 Refill(s)
5. beclomethasone (Qvar Redihaler 80 mcg/inh inhalation aerosol), 80 mcg, 1 inhl, Inhalation, 2x/day, for 30 Day(s), rinse mouth after use, 1 ea, 0 Refill(s)
6. beclomethasone (Qvar Redihaler 80 mcg/inh inhalation aerosol), 0 Refill(s)
7. cyanocobalamin (Vitamin B12 1000 mcg oral tablet), 1,000 mcg, 1 tab, PO, Daily, 90 tab, 2 Refill(s)
8. diclofenac topical (diclofenac 1% topical gel), 1 appl, TOP, 4x/day, PRN: as needed for pain, 100 gm, 0 Refill(s)
9. EPINEPHrine (EpiPen 2-Pak 0.3 mg injectable kit), 0.3 mg, 1 ea, IM, One Time, 1 pack, 1 Refill(s)
10. escitalopram (escitalopram 10 mg oral tablet), 10 mg, 1 tab, PO, Daily, 30 tab, 0 Refill(s)
11. fexofenadine (fexofenadine 180 mg oral tablet), 180 mg, 1 tab, PO, Daily, 90 tab, 0 Refill(s)
12. fluticasone nasal (Flonase 50 mcg/inh nasal spray), 2 inhl, Nasal, Daily, 2 inhalations per nostril, 16 gm, 3 Refill(s)
13. furosemide (furosemide 20 mg oral tablet), 20 mg, 1 tab, PO, Daily, 90 tab, 0 Refill(s)
14. gabapentin (gabapentin 100 mg oral capsule), 100 mg, 1 cap, PO, 3x/day, 90 cap, 0 Refill(s)
15. ibuprofen (ibuprofen 600 mg oral tablet), 0 Refill(s)
16. lidocaine topical (Lidoderm 5% topical film), 1 patch, TransDERMAL, Daily, for 7 Day(s), apply up to 12h/d, max 3 patches at a time, 30 patch, 0 Refill (s)
17. metoprolol (metoprolol succinate 25 mg oral tablet, extended release), 25 mg, 1 tab, PO, Daily, 30 tab, 0 Refill(s)
18. potassium chloride (potassium chloride 20 mEq oral tablet, extended release), 20 mEq, 1 tab, PO, Daily, 10 tab, 3 Refill(s)

19. trazODone (trazODone 50 mg oral tablet), 50 mg, 1 tab, PO, Nightly, 30 tab, 0 Refill(s)

Allergies

Mold (asthma trigger, Hayfever)

Pollen (Hayfever)

No Known Medication Allergies

Social History

Smoking Status: Never smoker (01/13/22)

Smoking Status

Never smoker

Alcohol

Use: Denies.

Employment/School

Status: Off work temporarily.

Exercise

Frequency: 1-2 times/week.

Substance Use

Use: Denies.

Tobacco/Nicotine

Use: Denies.

Family History

Father: Diabetes mellitus; HBP (high blood pressure).....

Mother: Diabetes mellitus; HBP (high blood pressure).....

Health Maintenance

Recommendations Addressed Today

BMI Due: Documented Today, Next Due January 01, 2023

BMI Follow-up Needed: Documented Today, Next Due January 13, 2023

Signature Line

Electronically signed by:

Johnson, MD, Martha E. on: 01.19.2022 17:43 EST

9101 Franklin Square Drive
Suite 300
Baltimore, MD, 21237
Phone: (443)777-2000

Fax: --

Ambulatory Clinical Summary
Visit Date: 01/13/2022 13:20

Scheduled Provider: Johnson, MD, Martha E.

*** Final Report ***

COFIELD, KEENAN KESTER

Preferred Name and/or Pronouns: Keenan

Visit Date: 01/13/2022 13:20

Instructions From Your Provider

Good to see you today!

I am sorry that you are going through so much stress. Please let us know how we can help you.

I sent a prescription for the albuterol to the pharmacy. Make sure you are taking this and not the Qvar inhaler. If you need the albuterol inhaler more than once a week, please let us know.

I will update your problem list from the list that you gave me.

Please come back to see Dr. Pristell in 2 months for a follow-up or sooner if needed.

Other Scheduled Appointments

Friday January 14, 2022 08:30 am	With: Viloria-Grageda, MD, Mariles Where: MedStar Outpt Psychiatry Services at Franklin Square Med Ctr
Thursday January 20, 2022 09:30 am	With: Ammah, MD, Deidre J Where: MedStar Neurology at MedStar Union Memorial Hospital
Thursday January 27, 2022 08:30 am	With: Dorai, MD, Zeena Where: MedStar UMH Orthopaedics Center of Excellence -Spine
Wednesday March 09, 2022 01:40 pm	With: Where: MedStar Family Health Center at Franklin Square Medical Cntr

Medications

	What	How Much	When	Instructions

COFIELD, KEENAN KESTER
DOB: [REDACTED] 1959

FSH-00677866220
Printed on: 01/20/2022 12:28 EST

EMPI: 36263
Page 1 of 5

	What	How Much	When	Instructions
Unchanged	amLODIPine (amLODIPine 10 mg oral tablet)	1 Tablet(s) By Mouth	Every day	
Unchanged	aspirin (aspirin 81 mg oral delayed release tablet)	1 Tablet(s) By Mouth	Every day	
Unchanged	atorvastatin (atorvastatin 40 mg oral tablet)	1 Tablet(s) By Mouth	Every day	
Unchanged	azelastine nasal (azelastine 137 mcg/ inh (0.1%) nasal spray)	1 Spray(s) Nasal inhalation	Every day	
Unchanged	beclomethasone (Qvar Redihaler 80 mcg/ inh inhalation aerosol)	1 Inhalation Inhalation	2 times a day	Duration: 30 Day(s) rinse mouth after use
Unchanged	cyanocobalamin (Vitamin B12 1000 mcg oral tablet)	1 Tablet(s) By Mouth	Every day	
Unchanged	diclofenac topical (diclofenac 1% topical gel)	1 Application Topical	4 Times a Day as needed for as needed for pain	
Unchanged	EPINEPPhrine (EpiPen 2-Pak 0.3 mg injectable kit)	1 Each Intramuscular	One Time	
Unchanged	fexofenadine (fexofenadine 180 mg oral tablet)	1 Tablet(s) By Mouth	Every day	
Unchanged	fluticasone nasal (Flonase 50 mcg/ inh nasal spray)	2 Inhalation Nasal	Every day	2 inhalations per nostril
Unchanged	furosemide (furosemide 20 mg oral tablet)	1 Tablet(s) By Mouth	Every day	
Unchanged	gabapentin (gabapentin 100 mg oral capsule)	1 Capsule(s) By Mouth	3 times a day	
Unchanged	ibuprofen (ibuprofen 600 mg oral tablet)			
Unchanged	lidocaine topical (Lidoderm 5% topical film)	1 Patch Transdermal	Every day	Duration: 7 Day(s) apply up to 12h/ d, max 3 patches at a time
Unchanged	metoprolol (metoprolol succinate 25 mg oral tablet, extended release)	1 Tablet(s) By Mouth	Every day	

	What	How Much	When	Instructions
Unchanged	potassium chloride (potassium chloride 20 mEq oral tablet, extended release)	1 Tablet(s) By Mouth	Every day	

	What	How Much	When	Why	Comments
Stop Taking	cetirizine (cetirizine 10 mg oral tablet)	1 Tablet(s) By Mouth	Every day	Allergic rhinitis	

Allergies

Mold (asthma trigger, Hayfever)
Pollen (Hayfever)
No Known Medication Allergies

Referrals to be Scheduled

Referral to MedStar Radiation Oncology, 01/13/22 14:11:00 EST to 07/12/22 14:11:00 EDT, 12 max visits

My Summary

My Visit Was For

Asthma
Elevated PSA
Prostate cancer

Vital Signs

01/13/2022 13:42

Temperature: Oral - 36.7 °C (98.1 °F);
Pulse: 80

Height: 187.96 cm (6 ft 2 in)

Weight: 107.3 kg (236 lbs 9 oz)

Body Mass Index (BMI): 30.37 kg/m²

Education Materials

Manage your health care anytime, anywhere with the myMedStar Patient Portal

myMedStar is a free, secure and convenient way to manage your health care and communicate with your physician.

With myMedStar you can:

- Request and view upcoming appointments
- View most lab, radiology and pathology results as soon as they are available
- Renew prescriptions
- Exchange secure email messages with any of your MedStar Health care providers
- View summaries of your hospital or office visits
- And more

How to Enroll:

Self-enrollment

1. Go to myMedstar.org
2. Click **Enroll Now**
3. Follow the instructions to enroll. You will need:

- First and last name
- Date of birth
- Email address or this **PatientID - 36263**

Email Invitation:

If you provided an email address during registration you should have received an invitation to enroll in the myMedStar patient portal.

- From within the invitation, click the link to accept the invitation.
- After successful verification, you will be prompted to create your account. Follow the onscreen instructions to complete the enrollment process.

MedStar Health is dedicated to helping improve your overall health care experience by providing convenient, streamlined resources to help you better manage your health. We now offer the ability for you to securely connect some of the health management apps you may use(i.e. fitness trackers, dietary trackers, etc.) to your health record. Email us at mymedstar@medstar.net if you are interested. Once we receive your request, MedStar Health will work with the appropriate vendors to determine if they meet the technical requirements in order to establish a secure connection.

If you have questions or need assistance creating your account, please contact myMedStar support toll free at 1-877-745-5656, 24 hours a day, 7 days a week.

MedStar Family Health Center at
NiFSMC

Ambulatory Clinical Summary

Visit Date: 01/13/2022 13:20

Signature Line

Electronically signed by:

Johnson, MD, Martha E. on: 01.13.2022 14:15 EST

EXHIBIT-B

**Copies of Franklin Square
Hospital FAMILY Health Center-
UPDATED EMERGENCY
AFTERHOURS REPORTS dated
01/23/2022**

**CONTINUOUS BACK PROBLEMS
AND ON-GOING PAINS**

*** Final Report *****Document Contains Addenda**

From: Pristell, DO, Chrystal Lynette
To: Chmielewski, DO, Kelsey;
Cc: Pristell, DO, Chrystal Lynette; Budziak, RN, Angela M;
Sent: 01/23/2022 04:40:25 EST!
Subject: After Hours Phone Note

Caller is: (X) Patient () Mother () Father () Pharmacy () Other:

Patient's Physician: Dr. Chmielewski

Chief Complaint:

Cough:

Patient states that he feels as though he is having a CHF exacerbation

He denies shortness of breath but states that he has been having an intermittent dry cough and clearing throat

Denies chest pain or heaviness or tightness

Has been taking furosemide 20mg daily

L arm pain:

Has been taking Motrin 800mg once or twice a day and applying lidocaine patches

Patient has not been adding in Tylenol's or any creams to his regimen

He has not been icing the area

He states that it is increasingly difficult to lift things using his left arm

He knows that he is unable to have his rotator cuff repair until after his prostate surgery

Advice/Action:

In terms of the patient's cough, because he is denying shortness of breath or any other cardiac symptoms, I think he can wait until Monday to be evaluated by an outpatient provider to assess whether he is fluid overloaded and is truly having a CHF exacerbation. Persistent cough could be secondary to bronchitis, COVID infection, or other etiology.

In terms of the patient's left arm pain, recommended that patient alternate between Motrin and Tylenol in addition to the lidocaine patches as well as regular icing of the area. Also recommended Aspercreme in addition to this regimen as patient prefers Motrin to diclofenac gel. Recommended that if patient's pain is not stable on this regimen, that he follow-up with the family Health Center for additional support with pain regimen. He is already being followed by orthopedics with surgery planned for the future.

Nurse Angela, can you please follow-up with this patient on Monday morning and assess whether he can come in for a visit?

Patient: COFIELD, KEENAN KESTER DOB: [REDACTED] 959

Printed on: 01/24/2022 9:55 EST

Page 1 of 2

Addendum by Budziak, RN, Angela M on January 24, 2022 08:13:11 EST (Verified)

From: Budziak, RN, Angela M
To: Chmielewski, DO, Kelsey; Pristell, DO, Chrystal Lynette; Beaudoin, MD, Jarett Roy;
Sent: 01/24/2022 08:13:11 EST
Subject: RE: After Hours Phone Note

Pt feeling the same, scheduled evaluation with Dr. Beaudoin this morning at 9am.

Addendum by Chmielewski, DO, Kelsey on January 24, 2022 08:20:25 EST (Verified)

Thank you Dr Pristell! Will look out for that note.

Completed Action List:

* Perform by Pristell, DO, Chrystal Lynette on January 23, 2022 04:40 EST

Ciox Health

P.O. Box 409900
Atlanta, GA 30384-9900
Fed Tax ID 58 - 2659941
1-800-367-1500

Date
01/19/2022
Request ID #
0362345245

Ship To:

KEENAN COFIELD
COFIELD, KEENAN
1236 KENDRICK RD
ROSEDALE, MD 21237-2920

Requested By: COFIELD, KEENAN**Patient Name:** COFIELD KEENAN**DOB :**

1959

Records From:

OUTPATIENT PSYCHIATRY
9105 FRANKLIN SQUARE DRIVE
EFRC
BALTIMORE, MD 21237

MedStar Outpt Psych Services at MFSMC
 9105 Franklin Square Drive
 Suite 102 and 104
 Baltimore, MD, 21237
 Phone: (443)777-7785 Fax: -

Behavioral Health Telehealth Note
 Visit Date: 01/14/2022 08:30
 Scheduled Provider: Viloria-Grajeda, MD, Mariles

* Final Report *

Document Has Been Revised

Chief Complaint

BEH Chief Complaint: Depression, Other: poor sleep and appetite, poor concentration, poor motivation

History of Present Illness

Chart reviewed. Patient consented for treatment via telehealth. Patient is a 62 yo AAM with history of Prostate Cancer, COPD, Hypertension, S/P MVA, 2X with rotator cuff tear both shoulders, with cervical radiculopathy, TMJ pain, back pain. [REDACTED] Patient has no previous psychiatric history. He started to be depressed past months. The more he was hearing about his medical condition, the more he was becoming depressed. He has so much pain in his body due to the accident affecting his functioning. He has not been able to return to work since first accident in July 2021. He was recently diagnosed with Prostate Cancer the past months. The cancer treatment is now the priority and this put a hold on any treatment for rotator cuff tear. He is scheduled to see Radiologist and Oncologist to determine what treatment will be done for the prostate cancer. Patient has been depressed, poor motivation, poor sleep and appetite, difficulty concentrating, decreased energy but denies any suicidal thought. Patient denies mania or hypomania. Patient denies anxiety, no OCD. He denies any psychotic symptoms. He denies alcohol or illicit drug abuse. He endorses fear of driving since the car accidents, hypervigilant and has not been driving since unless forced to drive. He still has intrusive thoughts and memories of the accident, can see the incident very clear, vivid scenarios of accident. He tries to avoid memories of it. Patient is still having flashbacks and nightmares. He sometimes wakes up feeling being crushed again from the accident. Patient was seen at Aspire Wellness Center 1 month ago and was diagnosed with PTSD, Adjustment Disorder, and was given Escitalopram 10 mg and has been taking for 1 month now.

Scales/Scores

PHQ9-positive for depression

Review of Systems

Neurological: Numbness, Other: tingling on arms and hands.
 Integumentary: No complaints
 HEENT: Other: TMJ pain
 Cardiovascular: No complaints
 Respiratory: No complaints
 Psychiatric: Depression
 Constitutional: Appetite changes, Fatigue, Insomnia
 Gastrointestinal: No complaints
 Musculoskeletal: Back pain, Neck pain, Other: shoulder pain
 Reproductive: N/A
 Immunologic ROS BH: No complaints
 Eyes ROS BH: No complaints
 GU/Sexual ROS BH: No complaints
 Hematologic/Lymphatic ROS BH: No complaints
 Endocrine ROS BH: No complaints

Pain Assessment Information

Past Behavioral Health History

No qualifying data available.

Problem List/Past Medical History

Ongoing

Adjustment disorder with disturbance of emotion
 Allergic rhinitis
 At risk of venous thromboembolus
 Back spasm
 Carpal tunnel syndrome
 Cervical disc disease
 Cervical radiculopathy
 Cervical stenosis of spine
 Complete rotator cuff tear of left shoulder
 [REDACTED]

Eye pain
 Heart failure with reduced ejection fraction
 History of COPD
 Hypercholesterolemia
 Hypertension
 Immunization due
 Impingement syndrome of right shoulder
 Impingement syndrome, shoulder, left
 Insomnia
 Lumbar herniated disc
 Neck pain
 Numbness and tingling of upper extremity
 Obesity
 Paresthesia of hand, bilateral
 Prostate cancer
 Prostatitis
 Pruritus
 PTSD (post-traumatic stress disorder)
 Saisonall allergies
 Sensorimotor neuropathy
 Shoulder pain, left
 Spondylosis of cervical spine
 Temporomandibular joint (TMJ) pain
 Upper-back pain
Historical
 No qualifying data

Procedure/Surgical History

COFIELD, KEENAN KESTER
 DOB: [REDACTED] 1959

FSH-00677202509
 Printed on: 01/19/2022 12:14 EST

EMPI: 36263
 Page 1 of 3

MedStar Outpt Psych Services at
MFSMC

Pain Present: No actual or suspected pain

Exam

No vitals or measurement results available for this patient

BEH Consciousness: Alert

BEH Orientation: Well Oriented in all Spheres

BEH Appearance: Well groomed, Average Build

BEH Mood Per Self Report: Depressed

BEH Affect: Full Range

BEH Relatedness/Rapport: Easily Engaged and Forthcoming with Sustained Eye Contact

BEH Insight: Adequate

BEH Judgement: Adequate

BEH Thought Content: Conversationally appropriate

BEH Thought Process: Logical and Coherent

BEH Speech: Spontaneous and well articulated with average rate and volume

BEH Language: Intact

BEH Perception: No Perceptual Abnormalities Reported or Observed

BEH Memory: Intact Recent and Remote Memory

BEH Attention Span/Concentration: Intact

BEH Abstract Thinking: Adequate

BEH Intellectual Functioning: Average

BEH Fund of Knowledge: Adequate

BEH Musculoskeletal: Other: telehealth, sometimes difficulty walking due to back pain

Assessment/Plan

1. Adjustment disorder with disturbance of emotion F43.29

Patient has no history of psychiatric problem prior to accident and meets criteria for Adjustment Disorder. He is currently taking Escitalopram 10 mg and has been on this for 4 weeks. He feels that this is helping and without adverse reaction. Plan is to continue this and monitor symptoms. He will follow up in 2 weeks to be evaluated if medication needs adjustment. Advised to continue individual psychotherapy. He has started seeing a therapist at Aspire Wellness Center.

Ordered: escitalopram 10 mg oral tablet, 10 mg = 1 tab, Tab, PO, Daily, # 30 tab, 0 Refill(s), depression, Pharmacy: WALGREENS DRUG STORE #19149, Rx or Hx Med, 187.96, 01/13/22 13:42:00 EST, cm, Height/Length Dosing, 107.3, 01/13/22 13:42:00 EST, kg, Weight Dosing

2. PTSD (post-traumatic stress disorder) F43.10

Patient meets criteria for PTSD. He still has repeated disturbing, unwanted memories of the accident, flashbacks and nightmares. He has been avoiding driving and is hypervigilant when forced to drive. Escitalopram 10 mg will also help with PTSD. Advised to continue psychotherapy, CBT and EMDR will help.

3. Insomnia G47.00

Patient has not been sleeping well and usually gets only about 2 hours good sleep. He has difficulty sleeping from all the pain he is experiencing and PTSD symptoms. Plan is to add Trazodone 50 mg/tab, may take 1/2 tab up to 2 tabs at bedtime as needed. Risks and benefits are discussed with patient including priapism, orthostatic hypotension, driving precaution.

Ordered: trazodone 50 mg oral tablet, 50 mg = 1 tab, Tab, PO, Nightly, # 30 tab, 0 Refill(s), Indication: Insomnia, Pharmacy: WALGREENS DRUG STORE #19149, Rx or Hx Med, 187.96, 01/13/22 13:42:00 EST, cm, Height/Length Dosing, 107.3, 01/13/22 13:42:00 EST, kg, Weight Dosing

Behavioral Health Telehealth Note

Visit Date: 01/14/2022 08:30

- APPLICATION SHORT LEG SPLINT CALF FOOT (10/25/2018)
- None

Medications

amLODIPine 10 mg oral tablet, 10 mg= 1

tab, PO, Daily, 1 refills

aspirin 81 mg oral delayed release tablet,

81 mg= 1 tab, PO, Daily, 3 refills

atorvastatin 40 mg oral tablet, 40 mg= 1

tab, PO, Daily, 3 refills

azelastine 137 mcg/inh (0.1%) nasal

spray, 1 spray, Inhaler-nasal, Daily

diclofenac 1% topical gel, 1 appl, TOP,

4x/day, PRN

EpiPen 2-Pak 0.3 mg injectable kit, 0.3

mg= 1 ea, IM, One Time, 1 refills

escitalopram 10 mg oral tablet, 10 mg= 1

tab, PO, Daily

fexofenadine 180 mg oral tablet, 180

mg= 1 tab, PO, Daily

Flonase 50 mcg/inh nasal spray, 2 inhl,

Nasal, Daily, 3 refills, 2 inhalations per

nostril

furosemide 20 mg oral tablet, 20 mg= 1

tab, PO, Daily

gabapentin 100 mg oral capsule, 100

mg= 1 cap, PO, 3x/day

ibuprofen 600 mg oral tablet

Lidoderm 5% topical film, 1 patch,
TransDERMAL, Daily, apply up to 12h/d,
max 3 patches at a time

metoprolol succinate 25 mg oral tablet,
extended release, 25 mg= 1 tab, PO,
Daily

potassium chloride 20 mEq oral tablet,
extended release, 20 mEq= 1 tab, PO,
Daily, 3 refills

Qvar Redihaler 80 mcg/inh inhalation
aerosol, 80 mcg= 1 inhl, Inhalation,
2x/day, rinse mouth after use

trazodone 50 mg oral tablet, 50 mg= 1

tab, PO, Nightly

Vitamin B12 1000 mcg oral tablet, 1000

mcg= 1 tab, PO, Daily, 2 refills

Allergies

Mold (asthma trigger, Hayfever)

Pollen (Hayfever)

No Known Medication Allergies

Social History

Smoking Status

Never smoker

Alcohol

Use: Denies.

Employment/School

Status: Off work temporarily.

Exercise

Frequency: 1-2 times/week.

MedStar Outpt Psych Services at
MFSMC

Behavioral Health Telehealth Note

Visit Date: 01/14/2022 08:30

Plan and Treatment Recommendations

BEH Counseling Provided To: Patient

BEH Psychotherapy Type Provided: Supportive

BEH Counseling Regarding: Diagnostic Impression, Pharmacotherapy Options, Potential Adverse Effects, Different Treatment Options, Risks and Benefits of Treatment Options, Importance Of Adherence To Recommended Treatment, Instructions for Treatment and Follow Up, Patient and/or Family Education

BEH Psychotherapy Needs: Psychiatric symptom management

BEH Continued Need for Treatment: Other: Initial evaluation

BEH Education Method: Discussion

BEH Patient Response: Accepted

BEH Miscellaneous: Patient advised to call if condition or symptoms worsen. Patient aware I am only in this Clinic till 2/11/22.

Orders

1. Adjustment disorder with disturbance of emotion F43.29

Ordered: escitalopram 10 mg oral tablet, 10 mg = 1 tab, Tab, PO, Daily, # 30 tab, 0 Refill(s), depression, Pharmacy: WALGREENS DRUG STORE #19149, Rx or Hx Med, 187.96, 01/13/22 13:42:00 EST, cm, Height/Length Dosing, 107.3, 01/13/22 13:42:00 EST, kg, Weight Dosing

2. PTSD (post-traumatic stress disorder) F43.10

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Duration of Session

Psychiatry Start Time: 01/14/22 08:39:00

Psychiatry Stop Time: 01/14/22 09:31:00

Psychiatry Time Spent: 52 Minute(s)

Attestation

This patient encounter was conducted via a live, two-way HIPAA secure video platform. The patient consented to care via telehealth platform. The sound and image quality were adequate for assessment of key findings. The patient was instructed as needed to demonstrate physical findings for my evaluation.

Signature Line

Electronically signed by:

Viloria-Grageda, MD, Mariles on: 01.14.2022 10:21 EST

Electronically signed by:

Viloria-Grageda, MD, Mariles on: 01.14.2022 17:33 EST

Home/Environment

Born Outside the US: No. Marital Status: Single. Lives with Mother. Comment(s): Lives with 82 yo mother. Patient is the oldest of 4.. Living situation: Home/Independent. Home Equipment: None. Alcohol abuse in household: No. Substance abuse in household: No. Smoker in household: No. Concerns for Domestic Violence: No. Feels unsafe at home: No. Safe place to go: Yes. Family/Friends available for support: Yes. Concern for family members at home: No. Major illness in household: No. Financial concerns: No.

Substance Use

Use: Denies.

Tobacco/Nicotine

Use: Denies.

Legal History

BEH Past Legal History: No

Family History

Diabetes mellitus: Mother and Father. HBP (high blood pressure):.....: Mother and Father.

Lab Results

Labs reviewed.

EXHIBIT-C

Copies of MEDSTAR FAMILY
HEALTH CENTER UPDATED
/REVISED REPORTS dated
01/24/2022

Was examined by Dr. Beaudoin
for on-going left shoulder pain,
etc.

*** Final Report ***

COFIELD, KEENAN KESTER

Preferred Name and/or Pronouns: Keenan

Visit Date: 01/24/2022 09:00

Instructions From Your Provider

Thank you for choosing Family Health Center today!
My name was Dr. Jarett Beaudoin (pronounced "Bo-din").

****Stop at the desk on your way out for follow-up appointments, referrals, and to get blood tests****

Follow-up in: 2 weeks for repeat blood test

::To-Do List::

- Start weighing yourself daily
- Can try drinking more for now unless weights start going up or worsening breathing
- Blood pressure is elevated today, start Lisinopril 10 mg daily
- Come back in 2-4 weeks for recheck of electrolytes/kidney function/PSA
- Schedule shoulder injection with Orthopaedics downstairs

::Remember::

- Pick up any new medications/refills mentioned below
- If any medications cost more than usual, please call us before you pay for them.
- If you got any tests, I will contact you within 1 week with test results. If you don't hear from me, please call.
- Sign up for the online portal (if you haven't already) to send me messages and check your labs!
- Our phone message system is monitored 24/7 by physicians. Please call if you have any emergencies.

Other Scheduled Appointments

Thursday **With:** Dorai, MD, Zeena
January 27, 2022 **Where:** MedStar UMH Orthopaedics Center of Excellence -Spine
08:30 am

MedStar Family Health Center at
MFSMC

Ambulatory Clinical Summary

Visit Date: 01/24/2022 09:00

Friday **With:** Viloria-Grageda, MD, Mariles
January 28, 2022 Where: MedStar Outpt Psychiatry Services at Franklin Square Med Ctr
08:30 am

Thursday **With:** Ammah, MD, Deidre J
February 17, 2022 Where: MedStar Neurology at MedStar Union Memorial Hospital
09:30 am

Monday **With:** Johnson, MD, Martha E.
February 21, 2022 Where: MedStar Family Health Center at Franklin Square Medical Cntr
09:00 am

Wednesday **With:**
March 09, 2022 Where: MedStar Family Health Center at Franklin Square Medical Cntr
01:40 pm

Medications

	What	How Much	When	Why	Instructions
Unchanged	amLODIPine (amLODIPine 10 mg oral tablet)	1 Tablet(s) By Mouth	Every day		
Unchanged	aspirin (aspirin 81 mg oral delayed release tablet)	1 Tablet(s) By Mouth	Every day		
Unchanged	atorvastatin (atorvastatin 40 mg oral tablet)	1 Tablet(s) By Mouth	Every day		
Unchanged	azelastine nasal (azelastine 137 mcg/inh (0.1%) nasal spray)	1 Spray(s) Nasal inhalation	Every day		
Unchanged	beclomethasone (Qvar Redihaler 80 mcg/ inh inhalation aerosol)				
Unchanged	beclomethasone (Qvar Redihaler 80 mcg/ inh inhalation aerosol)	1 Inhalation Inhalation	2 times a day		Duration: 30 Day(s) rinse mouth after use
Unchanged	cyanocobalamin (Vitamin B12 1000 mcg oral tablet)	1 Tablet(s) By Mouth	Every day		

	What	How Much	When	Why	Instructions
Unchanged	diclofenac topical (diclofenac 1% topical gel)	1 Application Topical	4 Times a Day as needed for as needed for pain		
Unchanged	EPINEPPhrine (EpiPen 2-Pak 0.3 mg injectable kit)	1 Each Intramuscular	One Time		
Unchanged	escitalopram (escitalopram 10 mg oral tablet)	1 Tablet(s) By Mouth	Every day	Adjustment disorder with disturbance of emotion	
Unchanged	fexofenadine (fexofenadine 180 mg oral tablet)	1 Tablet(s) By Mouth	Every day		
Unchanged	fluticasone nasal (Flonase 50 mcg/ inh nasal spray)	2 Inhalation Nasal	Every day		2 inhalations per nostril
Unchanged	furosemide (furosemide 20 mg oral tablet)	1 Tablet(s) By Mouth	Every day		
Unchanged	gabapentin (gabapentin 100 mg oral capsule)	1 Capsule(s) By Mouth	3 times a day		
Unchanged	ibuprofen (ibuprofen 600 mg oral tablet)				
Unchanged	lidocaine topical (Lidoderm 5% topical film)	1 Patch Transdermal	Every day		Duration: 7 Day (s) apply up to 12h/ d, max 3 patches at a time
Unchanged	metoprolol (metoprolol succinate 25 mg oral tablet, extended release)	1 Tablet(s) By Mouth	Every day		
Unchanged	potassium chloride (potassium chloride 20 mEq oral tablet, extended release)	1 Tablet(s) By Mouth	Every day		

MedStar Family Health Center at
MFSMC

Ambulatory Clinical Summary

Visit Date: 01/24/2022 09:00

	What	How Much	When	Why	Instructions
Unchanged	trazODone (trazODone 50 mg oral tablet)	1 Tablet(s) By Mouth	Once a day (at bedtime)	Insomnia	

Allergies

Mold (asthma trigger, Hayfever)

Pollen (Hayfever)

No Known Medication Allergies

Please Complete the Following

PSA Total with Reflex to PSA Free 01/24/22

My Summary

My Visit Was For

Cough

Vital Signs

01/24/2022 09:14

Temperature: Temporal - 36.0 °C (96.8 °F);

Pulse: 74

Respiratory Rate: 16

Blood Pressure: 151/104

Oxygen Level: 99%

Height: 187.96 cm (6 ft 2 in)

Weight: 109.2 kg (240 lbs 12 oz)

Body Mass Index (BMI): 30.91 kg/m²

Education Materials

Manage your health care anytime, anywhere with the myMedStar Patient Portal

myMedStar is a free, secure and convenient way to manage your health care and communicate with your physician.

With myMedStar you can:

- Request and view upcoming appointments
- View most lab, radiology and pathology results as soon as they are available
- Renew prescriptions
- Exchange secure email messages with any of your MedStar Health care providers
- View summaries of your hospital or office visits
- And more

How to Enroll:

Self-enrollment

1. Go to myMedstar.org
2. Click **Enroll Now**
3. Follow the instructions to enroll. You will need:

- First and last name
- Date of birth
- Email address or this **PatientID - 36263**

Email Invitation:

If you provided an email address during registration you should have received an invitation to enroll in the myMedStar patient portal.

- From within the invitation, click the link to accept the invitation.
- After successful verification, you will be prompted to create your account. Follow the onscreen instructions to complete the enrollment process.

MedStar Health is dedicated to helping improve your overall health care experience by providing convenient, streamlined resources to help you better manage your health. We now offer the ability for you to securely connect some of the health management apps you may use(i.e. fitness trackers, dietary trackers, etc.) to your health record. Email us at mymedstar@medstar.net if you are interested. Once we receive your request, MedStar Health will work with the appropriate vendors to determine if they meet the technical requirements in order to establish a secure connection.

If you have questions or need assistance creating your account, please contact myMedStar support toll free at 1-877-745-5656, 24 hours a day, 7 days a week.

Signature Line

Electronically signed by:

Beaudoin, MD, Jarett Roy on: 01.24.2022 09:43 EST

EXHIBIT-D

**Copies of MEDSTAR UMH
Ortho **UPDATED /REVISED**
REPORTS dated 01/27/2022**

**Was examined by Dr. Zeena
Dorai, MD for on-going neck,
back, both hands
numbness/tingling, and both
shoulders pain, etc.**

**PLUS REFERRAL FOR HAND
SURGERY**

UNIVERSAL REFERRAL REQUISITION FORM

Patient Information:

Carrier Information:

Date of Referral: 01/27/22 09:51 EST

Primary Insurance:

MRN: UMH-001323579

Company: MDSTR FAMILY MD

Name: COFIELD, KEENAN KESTER

Member #: [REDACTED]

DOB: [REDACTED] 59

Sex: Male

Phone: 443-554-3715

Secondary Insurance:

Address: 1236 KENDRICK RD

Company: [REDACTED]

ROSEDALE, MD 21237

Member #: [REDACTED]

Primary or Requesting Provider:

Name: Dorai, MD, Zeena

Provider NPI #: 1093782864

Institution/Group Name: MedStar UMH Ortho COE -Spine

Address: 3333 N Calvert Street, Suite 655, Baltimore, MD 21218

Phone: 410-261-8762

Fax: 443-444-4775

Consultant/Facility Provider:

Name:

Specialty: ORTHOPAEDICS

Address: No Address On File

Phone: () -

Fax: () -

**** Please call the Consultant/Facility Provider's office to arrange a date/time and location for your appointment.****

Referral Information:

Requested Start Date/Time

01/27/22 09:51 EST

Requested End Date/Time

07/26/22 09:51 EDT

DIAGNOSIS:

Cervical spinal stenosis (M48.02); Carpal tunnel syndrome (G56.00)

Services Requested:

Place of Service:

of Visits: 12
(If blank, 1 visit assumed.)Authorization #:
(If required.)

Referral Is Valid Until:

Authorizing Signature (electronic): Dorai, MD, Zeena

Date/Time: 01/27/22 09:51 EST

A referral does not guarantee payment for any related service by the patient's health plan/insurer. Payment of benefits is subject to many requirements, including a patient's eligibility on the date of service and all other contractual provisions of the plan/insurer. It is the patient's responsibility to verify coverage for any referred service

MedStar UMH Ortho COE -Spine

3333 N Calvert Street
 Suite 655
 Baltimore, MD, 21218
 Phone: (410)261-8762

Fax: --

Ambulatory Clinical Summary
 Visit Date: 01/27/2022 08:30
 Scheduled Provider: Dorai, MD, Zeena

* Final Report *

COFIELD, KEENAN KESTER

Preferred Name and/or Pronouns: Keenan

Visit Date: 01/27/2022 08:30

Instructions From Your Provider

Return to Clinic - Ordered

-- 4 months

Please continue with medical management, as discussed with Dr. Dorai. If you have any persistence or progression of symptoms or concerns do not hesitate to contact us at 410-554-2247

Dr. Kenneth Means, MD
 Curtis National Hand Center

Baltimore:
 3333 North Calvert Street
 Johnston Professional Building
 2nd Floor
 Baltimore, MD 21218
 P: 410-235-5405
 F: 410-467-5459

You have cervical stenosis as well as carpal tunnel syndrome that is severe based on your most recent electrodiagnostic study. Given this I am recommending that you consider evaluation and treatment for carpal tunnel syndrome my orthopedic colleague. Should your symptoms persist or progress postoperatively we will discuss addressing cervical stenosis at that time.

Other Scheduled Appointments

Friday **January 28, 2022 08:30 am** With: Viloria-Grageda, MD, Mariles
 Where: MedStar Outpt Psychiatry Services at Franklin Square Med Ctr

Monday **February 07, 2022 09:45 am** With: Cohen, MD, David A.
 Where: MedStar Orthopaedic Institute at MFSMC

Thursday With: Ammah, MD, Deidre J

February 17, 2022 Where: MedStar Neurology at MedStar Union Memorial Hospital
09:30 am

Monday With: Johnson, MD, Martha E.

February 21, 2022 Where: MedStar Family Health Center at Franklin Square Medical Cntr
09:00 amWednesday With:
March 09, 2022 Where: MedStar Family Health Center at Franklin Square Medical Cntr
01:40 pm**Medications**

	What	How Much	When	Why	Instructions
<i>Unchanged</i>	amLODIPine (amLODIPine 10 mg oral tablet)	1 Tablet(s) By Mouth	Every day		Contact prescribing physician if questions or concerns
<i>Unchanged</i>	aspirin (aspirin 81 mg oral delayed release tablet)	1 Tablet(s) By Mouth	Every day		Contact prescribing physician if questions or concerns
<i>Unchanged</i>	atorvastatin (atorvastatin 40 mg oral tablet)	1 Tablet(s) By Mouth	Every day		Contact prescribing physician if questions or concerns
<i>Unchanged</i>	azelastine nasal (azelastine 137 mcg/ inh (0.1%) nasal spray)	1 Spray(s) Nasal inhalation	Every day		Contact prescribing physician if questions or concerns

	What	How Much	When	Why	Instructions
Unchanged	beclomethasone (Qvar Redihaler 80 mcg/ inh inhalation aerosol)				Contact prescribing physician if questions or concerns
Unchanged	beclomethasone (Qvar Redihaler 80 mcg/ inh inhalation aerosol)	1 Inhalation Inhalation	2 times a day		Duration: 30 Day (s) rinse mouth after use Contact prescribing physician if questions or concerns
Unchanged	cyanocobalamin (Vitamin B12 1000 mcg oral tablet)	1 Tablet(s) By Mouth	Every day		Contact prescribing physician if questions or concerns
Unchanged	diclofenac topical (diclofenac 1% topical gel)	1 Application Topical	4 Times a Day as needed for as needed for pain		Contact prescribing physician if questions or concerns
Unchanged	EPINEPHrine (EpiPen 2-Pak 0.3 mg injectable kit)	1 Each Intramuscular	One Time		Contact prescribing physician if questions or concerns

	What	How Much	When	Why	Instructions
Unchanged	escitalopram (escitalopram 10 mg oral tablet)	1 Tablet(s) By Mouth	Every day	Adjustment disorder with disturbance of emotion	Contact prescribing physician if questions or concerns
Unchanged	fexofenadine (fexofenadine 180 mg oral tablet)	1 Tablet(s) By Mouth	Every day		Contact prescribing physician if questions or concerns
Unchanged	fluticasone nasal (Flonase 50 mcg/ inh nasal spray)	2 Inhalation Nasal	Every day		2 inhalations per nostril Contact prescribing physician if questions or concerns
Unchanged	furosemide (furosemide 20 mg oral tablet)	1 Tablet(s) By Mouth	Every day		Contact prescribing physician if questions or concerns
Unchanged	gabapentin (gabapentin 100 mg oral capsule)	1 Capsule(s) By Mouth	3 times a day		Contact prescribing physician if questions or concerns

Education Materials

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- View most lab, radiology and pathology results as soon as they are available
- Renew prescriptions
- Exchange secure email messages with any of your MedStar Health care providers
- View summaries of your hospital or office visits
- And more

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3. Follow the instructions to enroll. You will need:

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- Date of birth
- Email address or this **PatientID - 36263**

Email Invitation:

If you provided an email address during registration you should have received an invitation to enroll in the myMedStar patient portal.

- From within the invitation, click the link to accept the invitation.
- After successful verification, you will be prompted to create your account. Follow the onscreen instructions to complete the enrollment process.

MedStar Health is dedicated to helping improve your overall health care experience by providing convenient, streamlined resources to help you better manage your health. We now offer the ability for you to securely connect some of the health management apps you may use(i.e. fitness trackers, dietary trackers, etc.) to your health record. Email us at myMedstar@medstar.net if you are interested. Once we receive your request, MedStar Health will work with the appropriate vendors to determine if they meet the technical requirements in order to establish a secure connection.

If you have questions or need assistance creating your account, please contact myMedStar support toll free at 1-877-745-5656, 24 hours a day, 7 days a week.

Signature Line

Electronically signed by:

Dorai, MD, Zeena on: 01.27.2022 09:52 EST

EXHIBIT-A

COPY OF \$500 REPAIR BILL DEDUCTIBLE
AT AUTO BODY EVOLUTION MIDDLESEX

1400 Eastern Blvd, Baltimore, MD 21221
Phone: (410) 406-0200
FAX: (410) 406-0201

Final Bill

RO Number: 6594

Customer: Cofield, Keenan 402 Hardin Dr Joppa, MD 21085 (443) 554-3715	Insurance: GEICO 12	Adjuster: Phone: Claim: Loss Date: Deductible:	AXYC 0626598300101051 -01 7/20/2021 500.00	Estimator: Create Date: 8/19/2021	Ashley Singer
--	---------------------------	--	--	---	---------------

2012 BENZ R-Class R350 4MATIC 4D UTV 6-3.5L Gasoline Direct Injection blue

VIN:	4JGCB5HEXCA146274	Interior Color:	Black	Mileage In:	61,272	Vehicle Out:	9/7/2021
License:	T0385373	Exterior Color:	blue	Mileage Out:		Condition:	
State:	MD	Production Date:	2/2012	Condition:		Job #:	ARX

Line	Ver	Operation	Description	Qty	Extended Price \$	Part Type	Labor	Type	Paint
1	E01		FRONT BUMPER						
2	S01	Repair	Bumper cover w/o parktronic w/o lamp wash				4.0	Body	3.0
3	E01		Add for Clear Coat						1.2
4	E01	Overhaul	O/H bumper assy			OEM	3.2	Body	
5	E01		GRILLE						
6	S01	Remove/Replace	Grille assy w/o prox cruise	1	430.00T	OEM	0.3	Body	
7	E01	Remove/Replace	Grille assy rivet	2	4.80T	OEM			
8	E01		HOOD						
9	E01	Remove/Install	RT R&I vent grille				0.4	Body	
10	S01	Repair	Hood (HSS) (Strip hood too many chips to repair individually				6.0	Body	3.0
11	E01		Overlap Major Non-Adj. Panel						(0.2)
12	E01		Add for Clear Coat						0.6
13	E01	Blend	RT Vent grille blue		AUTO BODY EVOLUTION LL				0.4
14	E01	Remove/Install	LT R&I vent grille		1400 EASTERN AVE		0.4	Body	
15	E01	Blend	LT Vent grille blue		BALTIMORE, MD 21221				0.4
16	E01	Remove/Install	Rear seal	09/07/2021	16:02:34	CREDIT CARD	0.2	Body	
17	E01	Remove/Install	Under cover			VISA SALE	0.2	Body	
18	E01	Remove/Install	Emblem				0.1	Body	
19	E01		WINDSHIELD	Card #	XXXXXXXXXXXX6962				
20	E01	Remove/Install	RT Trim molding	Chip Card:	VISA DEBIT		0.2	Body	
21	E01	Remove/Install	LT Trim molding	AID:	A0000000031010		0.2	Body	
22	E01	Remove/Install	RT Wiper arm	ATC:	00A0		0.0	Body	
				ARQC:	AE74DE363C7D06FB				
				SEQ #:	1				
				Batch #:	725				
				INVOICE	1				
				Approval Code:	172655				
				Entry Method:	Chip Read				
				Mode:	Issuer				

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-coded, RECOND = Reconditioned, Mechanical, Ref = Refinish, Struc = Structural

Rechr = Rechromed, Reman =
:, Elec = Electrical, Mech =

9/7/2021 4:03:19 PM

SALE AMOUNT \$500.00

RO Number: 6594

2012 BENZ R-Class R350 4MATIC 4D UTV 6-3.5L Gasoline Direct Injection blue

23	E01	Remove/Install	LT Wiper arm				0.0	Body	
24	S01	Sublet	Windshield plus kit	1	528.02T	Glass			
25	E01	Sublet	Windshield Labor	1	220.00	Other			
26	S01		Urethane Kit	1	20.00T	Other			
27	S02	Remove/Replace	Front cover	1	13.50T	OEM			
28	S02	Sublet	Tint plus strip	1	174.00	Sublet			
29	S02	Remove/Replace	RT Trim molding	1	64.00T	OEM			
30	S02	Remove/Replace	LT Trim molding	1	64.00T	OEM			
31	E01		COWL						
32	E01	Remove/Install	Cowl top panel				0.9	Body	
33	E01		ROOF						
34	S01	Repair	Rear panel (HSS)				2.0	Body	1.1
35	E01		Add for Clear Coat						0.2
36	E01		rope sunroof				0.5	Body	
37	E01		REAR DOOR						
38	S01	Repair	LT Door shell (HSS)				0.5	Body	1.6
39	E01		Overlap Major Non-Adj. Panel						(0.2)
40	E01		Add for Clear Coat						0.3
41	E01	Remove/Install	LT Belt w/strip w/chrome				0.3	Body	
42	E01	Remove/Install	LT Side molding w/chrome pkg capri blue				0.3	Body	
43	S02	Remove/Replace	LT Side molding clip front	1	1.90T	OEM			
44	E01	Remove/Install	LT Handle, outside w/keyless capri blue				0.3	Body	
45	S02	Remove/Replace	LT Side molding clip center	3	5.70T	OEM			
46	S02	Remove/Replace	LT Side molding clip rear	1	1.70T	OEM			
47	E01		MISCELLANEOUS OPERATIONS						
48	S01	Refinish	Cover Car				A/M		0.2
49	S01	Sublet	Corrosion Protection	1	10.00T	A/M			
50	S01	Sublet	Flex Additive	1	5.00T	A/M			
51	S01	Repair	Restore Corrosion Protection				0.2	Body	

Estimate Totals	Discount \$	Markup \$	Rate \$	Total Hours	Total \$
Parts					605.60
Sublet/Miscellaneous					937.02
Labor, Body			44.00	20.2	888.80
Labor, Refinish			44.00	11.6	510.40
Material, Paint					324.80
E.P.C.					3.00
Subtotal					3,269.62
Sales Tax					88.41
Grand Total					3,358.03
Deductible					(500.00)

= Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

RO Number: 6594

2012 BENZ R-Class R350 4MATIC 4D UTV 6-3.5L Gasoline Direct Injection blue

Net Total	2,858.0	
Estimate Version		Total \$
Original		3,434.11
Supplement S01		(409.93)
Supplement S02		333.85
Insurance Total \$:		2,858.03
Received from Insurance \$:		2,524.18
GEICO	8/23/2021	2,524.18
Balance due from Insurance \$:		333.85
Customer Total \$:		500.00
Received from Customer \$:		0.00
Balance due from Customer \$:		500.00

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Re man = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

EXHIBIT-B

COPY OF \$759.69 PAID BY DR. COFIELD TO
HERTZ RENTAL CAR DURING REPAIRS OF THE
MERCEDES BENZ



Rental Agreement No: H47860536
 Invoice Date: 09/16/2021
 Document: 609017355642

Direct All Inquiries To:
 HERTZ LOCAL EDITION
 PO BOX 26120
 OKLAHOMA CITY, OK 73126-0120

TAX Id: 13-1938568

LOCAL EDITION

REPRINT

Renter:
 Account No.:

KEENAN COFIELD
 *****6962 VIS

KEENAN COFIELD
 4109 CUTTY SARK RD
 BALTIMORE, MD 21220

RENTAL REFERENCE

Rental Agreement No: H47860536
 Reservation ID: CAFSE028872

RENTAL DETAILS

Rate Plan: IN: HIDA OUT: HID
 Rented On: 08/19/2021 15:43 LDC# 483806
 TOWSON, MD
 Returned On: 09/08/2021 13:03 LDC# 483806
 TOWSON, MD
 Car Description: SIR ROGUESPORT CMZ4487
 Vehicle No/VIN: 8542235/ JN1BJ1CV1LW541694
 CAR CLASS Charged: F MILEAGE In: 25,454
 Rented: Q5 Out: 24,400
 Reserved: F Driven: 1,054

BILLING INFORMATION

Claim No: 0626598300101051
 Date of Loss: 2021-07-20
 Type of Loss: D
 Repair Facility: AUTO BODY EVOLUTION
 Authorized Rate: 50.00
 Authorized Days: 16
 Insured: 0

RENTAL CHARGES

AMOUNT DUE	759.69 USD	
DAY	5 @ 30.75	153.75
SUBTOTAL		153.75
DAMAGE WAIVER (CDW/LDW)		524.79
VEHICLE LICENSE FEE		2.80
TAX	11.50%	78.35
TOTAL CHARGES		759.69 USD

MISCELLANEOUS INFORMATION

TR-X MILES DRIVEN: 176
 CC AUTH: 630982 DATE: 2021/09/09 AMT: 260.00

TOTAL RENTAL DAYS 21
 BILLED TO OTHERS 558.57
 TOTAL RENTAL CHARGES 1318.26

AMOUNT DUE

759.69 USD

THANK YOU FOR RENTING FROM HERTZ

Direct All Inquiries To:
 HERTZ LOCAL EDITION
 PO BOX 26120
 OKLAHOMA CITY, OK 73126-0120
 UNITED STATES

Rental Agreement No: H47860536
 Invoice Date: 09/16/2021
 Document: 609017355642

Renter: KEENAN COFIELD
 Account No.: *****6962 VIS

Hertz
COFIELD, KEENAN

3 RN RR H47860536
VIN# JN1BJ1CV1LW541694
CLM# 0626598300101051

COMPANY RATE 16 @ \$ 30.75 / DAY \$ 492.00

RENT RATE 5 @ \$ 30.75 / DAY \$ 153.75

SUBTOTAL T \$ 645.75

CHARGES ADDED DURING RENTAL

LDW	21 @ \$ 24.99 / DAY	T	524.79
PDW	DECLINED	\$	
LIS	DECLINED	\$	
PAI,PEC	DECLINED	\$	

SERVICE CHARGES/TAXES
SURCHARGE \$ 11.76

TAX 11.50 % ON EST. TAXABLE TTL \$1182.30 \$ 135.96

COMPANY CHARGE	\$	558.57
CUSTOMER CHARGE	\$	759.69

CHARGED ON: VI	XXXXXXXXXXXXX6862	\$	759.69
CUSTOMER BALANCE		\$	0.00

FOR EXPLANATION OF THE ABOVE CHARGES,
PLEASE ASK A REPRESENTATIVE OR GO TO
WWW.HERTZ.COM/CHARGEEXPLAINED

VEHICLE: 01498/854223520 NISSAN LIC: GA CMZ4487
RENTED: JOPPA RD HLE 08/19/2021 15:43
RETURN: JOPPA RD HLE 09/08/2021 13:03
CDP 1476609GEICO-FREDERICKSBURG

STATEMENT OF CHARGES - NOT VALID FOR RENTAL



Further information relating to Your rental charges, and other terms to which You agree, appear below.

EXTRA CHARGES IF APPLICABLE:

FUEL & SERVICE CHARGES: PURSUANT TO PARAGRAPH 8 OF THE RENTAL AGREEMENT, FUEL & SERVICE CHARGES APPLY AT \$ 4.000 PER GALLON OR, IF YOU DO NOT BUY FUEL DURING THE RENTAL AT \$ 0.142 PER MILE. BOTH RATES PRODUCE APPROXIMATELY THE SAME RESULT.

YOU AGREE TO OPTIONAL SERVICES OF:

PDW DECLINED
LIS DECLINED

PAI DECLINED

OTHER FEES AND ASSESSMENTS:
SALES TAX 11.5 %

SURCHARGE \$2.80

TAX RATE - 11.50 % APPLIES TO ALL CHARGES MARKED T
* PROPERTY TAX, TITLE AND LICENSE FEE REIMBURSEMENT
- YOU REPRESENT THAT YOU ARE SPECIFICALLY AUTHORIZED
TO RECEIVE BENEFITS EXTENDED TO EMPLOYEES/ MEMBERS OF
CDP 1726362 GEICO-VIRGINIA BEACH HIRS

CLM# 0626598300101051
* COMPANY CHARGE \$ 104.73

PASSENGER CAPACITY: THE PASSENGER CAPACITY OF THIS VEHICLE IS DETERMINED BY THE NUMBER OF SEATBELTS AND, BY LAW, MUST NOT BE EXCEEDED. WHILE IN THE VEHICLE, PLEASE FASTEN YOUR SEATBELT. IT SAVES LIVES AND IT'S THE LAW. SHOULD YOU REQUIRE A LARGER VEHICLE, PLEASE CHECK AT THE COUNTER FOR AVAILABILITY.

YOU WILL BE CHARGED AN ADMINISTRATIVE FEE ALONG WITH OWNING/IMPOUND EXPENSES IF THE CAR MUST BE TOWED AS A RESULT OF YOUR NEGLIGENCE.

We prohibit smoking in all Vehicles. A cleaning fee will apply for violations.
Excessive mileage on a repeat basis may result in suspension of future rent
ES: CAFSE028872 PLAN: HLE GE CLASS: F
REPAVED BY: 6002/MDTOW06 PRINTED: 20210819155101 NATH
7860536



COFIELD, KEENAN

MDTOW06 0483806

VEHICLE 01799/3430287 21 HYUNDAI
LIC NY KDB5289 CLSF MILES OUT 10268
RENTED: 08/19/2021 15:43 @ JOPPA RD HLE
RETURN: 08/23/2021 17:30 @ JOPPA RD HLE

You agree to pay charges at the rates and in the amounts that appear on the left of the table below. Taxable charges are denoted by a T, and additional details about some charges appear beneath the table. Hertz's estimates of Your total charges appear on the right of the table below.

Hertz's estimates assume (1) You will rent and return the vehicle at the times and places indicated, (2) if a mileage charge applies, You will drive no more than the distance indicated and (3) You will not incur any charges that are either listed below opposite **** or cannot be calculated until return. If any of these assumptions is incorrect, additional charges or charges at higher rates may apply.

CHARGE RATE / AMOUNT	CHARGE ESTIMATE
TIME / MILEAGE CHGS: RATE PLAN - HLE GE	[C] CLASS F
3 @ \$ 30.75 / DAY	\$ 92.25

2 @ \$ 30.75 / DAY	\$ 61.50
--------------------	----------

ADJUSTMENT	
SUBTOTAL	T\$ 153.75
ADDITIONAL CHARGES	

OPTIONAL SERVICES	
LDW ACCEPTED @ \$ 24.99 PER DAY	T\$ 124.95

FUEL & SERVICE \$ 0.142/MI \$ 4.000/GL 15 /TK CAPT \$	****
---	------

TAX / FEES BURCHARGE	\$ 2.80
-------------------------	---------

AX 11.50 % ON EST. TAXABLE TTL \$ 281.50	\$ 32.37
DJUSTMENTS	

ESTIMATED COMPANY CHARGE	\$ 104.73
ESTIMATED CUSTOMER CHARGE	\$ 209.14

TOTAL ESTIMATED CHARGE	\$ 313.87
7860536	

IMPORTANT INFORMATION REGARDING TOLLS/TRAFFIC CITATIONS

You are responsible to pay all tolls. For your convenience, we offer PlatePass, an electronic toll payment system operated by PlatePass LLC, for use on toll roads in the areas specified below. In the following areas all our vehicles (even without a windshield toll transponder) may use any cashless electronic toll lane:

The entire States of FLORIDA, GEORGIA, COLORADO, NORTH CAROLINA AND TEXAS, and in Seattle, the TACOMA NARROWS BRIDGE and the SR 520 BRIDGE

TO USE PLATEPASS IN THESE AREAS: pass through the cashless toll lane. You will be billed automatically as outlined below.

IF YOU DO NOT WISH TO USE PLATEPASS IN THESE AREAS, use only traditional cash toll lanes (if available) and make payment directly to the toll authority. In both video and transponder toll areas, pay all tolls with cash or your own transponder (where permitted) compatible to the toll road, and if your rental vehicle includes a transponder, make sure it remains fully enclosed within the shield box.

Some toll roads no longer accept cash payments.

If you incur a toll on these roads, without using your own compatible transponder, and you do not utilize an alternate means of payment to the toll authority, you will be enrolled in PlatePass.

IN DELAWARE, ILLINOIS, INDIANA, MAINE, MARYLAND, MASSACHUSETTS, NEW HAMPSHIRE, NEW JERSEY, NEW YORK, OHIO, PENNSYLVANIA, VIRGINIA and WEST VIRGINIA, the toll authority may allow for an alternate payment method, such as payment by mail or online. Please contact the applicable toll authority. In some of these states that operate gated cashless toll lanes, only vehicles equipped with a windshield toll transponder may access the cashless toll lanes.

TO USE PLATEPASS IN THESE STATES, use only traditional cash lanes (if available) to make payment directly to the toll authority or contact the applicable toll authority for alternate payment options.

IF YOU DO NOT WISH TO USE PLATEPASS IN THESE STATES, use only traditional cash lanes (if available) to make payment directly to the toll authority or contact the applicable toll authority for alternate payment options.

CALIFORNIA CUSTOMERS: PlatePass coverage is available on the Golden Gate Bridge, San Francisco-Oakland Bay Bridge, Richmond-San Rafael Bridge, Carquinez Bridge, Benicia-Martinez Bridge, Antioch Bridge, San Mateo Bridge, Dumbarton Bridge, SR 73, SR 133, SR 241, and SR 261 ONLY. Coverage is NOT available on 1-10, 1-110, SR 91, 1-15 Express Lanes and SR 125. On the Golden Gate Bridge, the toll authority allows for payment online or in person up to 30 days before crossing or within forty-eight (48) hours after crossing the cashless toll bridge. Detailed information is available at

www.bayareafastrak.org In Southern California, for toll roads that accept PlatePass, the toll authority allows for payments by phone/online within five (5) days of accessing the toll road. If you travel in the excluded HOV lanes in Southern California or if you travel on toll roads in Southern California that do not accept PlatePass, you will be charged an administrative fee of \$30.00 in addition to tolls and penalties.

NOTE: Certain toll roads do not accept cash. If you travel on such a toll road without a personal transponder that can be used on the toll road, and you do not utilize an alternate means of payment to the toll

automatically as outlined below, or incur toll charges or violations for which you will be responsible.

Where permitted by Toll Authorities, you may opt to use your personal transponder. Follow the instructions above for NOT utilizing PlatePass and install a compatible transponder properly.

If PlatePass is used, PlatePass LLC will charge you a convenience fee of \$9.95 for each calendar day of your rental on which tolls are incurred plus incurred tolls at the Toll Authority's cash toll rate or highest toll rate. PlatePass LLC will separately charge your credit or debit card the applicable charges after the close of your rental. Charges typically take 1-3 weeks after the rental closes to appear on your statement, but a longer delay may occur. Cash customers will be invoiced.

PARKING AND MOVING CITATIONS. You are responsible for the payment of all vehicle parking and moving citations assessed against You or the Car during the rental period, including all such citations captured by camera and any related fines, fees or penalties. If a citation-issuing authority notifies us that You may be liable for any such citation and any related fines, fees, penalties, You will be charged an administrative fee of up to \$2.00 for each such notification. You authorize us to release your driving/rental information to PlatePass, L.L.C. and ATS Processing Services, L.L.C. to process and bill for all tolls and moving citation administrative charges and service fees.

Hertz

0 RT RR H47860536



ARBITRATION PROVISION: THIS AGREEMENT REQUIRES ARBITRATION OR A SMALL CLAIMS COURT CASE ON AN INDIVIDUAL BASIS, RATHER THAN JURY TRIALS OR CLASS ACTIONS. BY ENTERING INTO THIS AGREEMENT, YOU AGREE TO THE ARBITRATION PROVISION.

Except for claims for property damage, personal injury or death, ANY DISPUTES BETWEEN You and us ("us" and "we" for the purposes of this Arbitration Provision mean The Hertz Corporation, ("Hertz") its parent and affiliate corporations, and their respective officers, directors and employees and any vendor or third party providing services for this rental transaction) MUST BE RESOLVED ONLY BY ARBITRATION OR IN A SMALL CLAIMS COURT ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT ALLOWED. YOU AND WE EACH WAIVE THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER. You and we remain free to bring any issues to the attention of government agencies.

This Arbitration Provision's scope is broad and includes, without limitation, any claims arising from or relating to this Agreement or any aspect of the relationship or communications between us, whether based in contract, tort, statute, fraud, misrepresentation, equity, or any other legal theory. It is governed by the Federal Arbitration Act, 9 U.S.C. ???? 1 et seq.

In any arbitration under this Arbitration Provision, all issues are for the arbitrator to decide, including his or her own jurisdiction, and any objections with respect to the existence, scope or validity of this Arbitration Provision. The arbitration will take place in the county of Your billing address unless agreed otherwise. The American Arbitration Association ("AAA") will administer any arbitration pursuant to its Consumer Arbitration Rules (the "Rules"). You can obtain the Rules at www.adr.org.

You or we may commence an arbitration by providing a written demand for arbitration to the other (to us: The Hertz Corporation, 8501 Williams Road, Estero, FL 33928 Attn: Arbitration) and two copies of the demand to the AAA. If You seek \$10,000 or less through arbitration, we will reimburse You for any AAA required filing fee.

The arbitrator may award injunctive relief as well as money, but only in favor of and as warranted by the claim of the individual party seeking relief. Judgement on the arbitral award may be entered in any court having jurisdiction. An arbitration award and any judgement confirming it apply only to the specific parties in that case and cannot be used in any other case except to enforce the award itself. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of representative or class action.

IF YOU DO NOT WISH TO AGREE TO THIS ARBITRATION PROVISION, YOU MUST NOTIFY HERTZ IN WRITING WITHIN 30 DAYS OF YOUR RECEIPT OF THIS AGREEMENT BY EMAIL AT no.arbitration@hertz.com OR BY MAIL TO The Hertz Corporation, 8501 Williams Road, Estero, FL 33928 Attn: Arbitration. Include Your name, address, the number at the top of this Rental Record and a clear statement that You do not agree to this Arbitration Provision. If you have previously notified Hertz of Your election to opt out of this Arbitration Provision, You need not do so again.

#0 BT RR H47860536



TO BE CHARGED TO: VI XXXXXXXXXX/0962

^ AUTH \$ 260.00 / 831650 AT JOPPA RD HLF

PH 4106610037 Rental Ext # MDTOW06

THIS VEHICLE MAY NOT BE DRIVEN INTO MEXICO.

FOR RENTALS COMMENCING IN MARYLAND
EFFECTIVE JANUARY 1, 2020: ON REPLACEMENT
VEHICLE RENTALS, YOUR INSURANCE OR THE
INSURANCE OF THE OPERATOR OF THE CAR WILL BE
PRIMARY INSURANCE FOR THE CAR ON A
REPLACEMENT RENTAL AND ANY LIABILITY
PROTECTION PROVIDED BY HERTZ WILL BE
SECONDARY UNLESS THE CDP NUMBER OR RATE
PLAN INCLUDES THE EXTENSION BY HERTZ OF
LIABILITY PROTECTION OR YOU ACCEPT OPTIONAL
LIS. PRIMARY INSURANCE MEANS THAT, IN THE
EVENT OF A LOSS, YOUR INSURANCE OR THAT OF AN
AUTHORIZED OPERATOR WOULD BE RESPONSIBLE
FOR THE PAYMENT OF PERSONAL INJURY OR
PROPERTY DAMAGE CLAIMS UP TO THE LIMIT OF THAT
INSURANCE. FOR RENTALS COMMENCING IN
MARYLAND EFFECTIVE JANUARY 1, 2020: EXCEPT FOR
COVERAGE PROVIDED BY THE MARYLAND
AUTOMOBILE INSURANCE FUND, WITH RESPECT TO A
RENTAL VEHICLE THAT IS NOT A REPLACEMENT
VEHICLE, YOUR INSURANCE OR THE INSURANCE OF
THE OPERATOR OF THE CAR WILL BE THE PRIMARY
INSURANCE FOR THE CAR ON HERTZ' CONFIRMATION
WITH YOUR INSURANCE OR THE INSURANCE OF THE
OPERATOR OF THE CAR THAT YOUR INSURANCE OR
THE INSURANCE OF THE OPERATOR OF THE CAR IS
VALID AND COLLECTIBLE COVERAGE IN THE AMOUNT
REQUIRED FOR THE MINIMUM FINANCIAL
RESPONSIBILITY LIMITS UNDER MARYLAND LAW WHILE
THE CAR IS USED AS A RENTAL VEHICLE, UNLESS THE
CDP NUMBER OR RATE PLAN INCLUDES THE
EXTENSION BY HERTZ OF LIABILITY PROTECTION
OR YOU ACCEPT OPTIONAL LIS. PRIMARY INSURANCE
MEANS THAT, IN THE EVENT OF A LOSS, YOUR
INSURANCE OR THAT OF THE OPERATOR OF THE CAR
WOULD BE RESPONSIBLE FOR PAYMENT OF PERSONAL
INJURY OR PROPERTY DAMAGE CLAIMS UP TO THE
LIMIT OF THAT INSURANCE.

By signing below, You acknowledge that You have read, understand, accept and agree to the above and the Rental Agreement Terms And Conditions and You accept or decline Optional Services as shown on Card 1 and Card

[Signature]

enting Company - The Hertz Corporation

The Hertz Privacy Policy governs the use of data about you. A copy of the policy is available at the rental counter and online at hertz.com.

Hertz

PG 5a # 0 RT RR H47860536



The vehicle licensing cost recovery fee is an estimated average per day per vehicle portion of Hertz's total annual vehicle filing and registration costs.

You may not need the automobile insurance offered by us. Your automobile insurance policy may provide coverage for Your liability while operating the rental vehicle. You should check the terms and conditions of Your automobile insurance policy to determine if coverage is provided for this rental. The purchase of insurance is not required as a condition of renting an automobile. In addition, if You are driving this rental vehicle due accident or repairs, state law may require Your personal automobile liability policy to provide coverage and purchase of any excess liability coverage may duplicate coverage required by law to be provided by the owner of the rental vehicle. This contract offers a Loss Damage Waiver, which is optional -- see Par. 4 of the Rental Agreement Terms And Conditions, which appear on the folder (GN1900006) delivered to You with this Rental Record.

Read the separate Loss Damage Waiver disclosure form before accepting the Car.

If You elect LIS, LIS provides protection from liability for third party automobile claims for the difference between the liability limits in Paragraph 10 of the Rental Agreement and the maximum combined single limit of \$1,000,000 for bodily injury, including death and property damage. LIS also includes uninsured/underinsured motorist coverage (while occupying the Car) for bodily injury, if applicable, for the difference between the statutory minimum underlying limits and \$1,000,000. No claim for UM/UIM may be made due to the negligence of the driver of the Car.

EXHIBIT-3

MEDSTAR HEALTH

FULL DISABILITY -LETTER

DATED DECEMBER 22, 2021



MedStar Health

COFIELD, KEENAN KESTER
4109 CUTTY SARK RD
MIDDLE RIVER, MD 21220

December 22, 2021

This patient has limited use of upper extremities which interferes with functionality at work and he is unable to return.

Please contact 443-777-2000 with any concerns.

Sincerely,

Kelsey Chmielewski DO

9000 Franklin Square Dr.
Baltimore, MD 21237



MedStar Health

COFIELD, KEENAN KESTER
4109 CUTTY SARK RD
MIDDLE RIVER, MD 21220

October 27, 2021

To Whom It May Concern:

This patient was seen at the Medstar Franklin Square Family Health Center. Due to severe arm injury, patient should be excused from work for unknown amount of time. Please excuse from work until otherwise authorized by medical professional.

Sincerely,

Pristell, DO, Chrystal Lynette

9000 Franklin Square Drive	9101 Franklin Square Drive
Baltimore, MD 21237	Suite 300
	Baltimore, MD 21237

EXHIBIT-4

MEDSTAR HEALTH

DR. DEIDRE AMMAH, MD (NEURLOGIST)

12/13/2021-REPORT AND 2-MRI REPORTS
FROM Advance Radiology

MedStar MMG Neurology at MGSH

5601 Loch Raven Blvd
Smyth Building, Suite 106
Baltimore, MD, 21239

Phone: (410)823-3600

Fax: (410)823-3605

Neurology Office/Clinic Note

Visit Date: 12/13/2021 13:00

Scheduled Provider: Ammah, MD, Deidre J

*** Final Report *****Chief Complaint**

CC: Numbness/Coldness Bilateral Hands

History of Present Illness

The patient presents for follow-up appointment. Of note, the patient had EMG NCS on 10/28/2021. This study revealed a severe right greater than left sensorimotor neuropathy. In addition, there was electrophysiologic evidence of a generalized sensory neuropathy involving the bilateral upper extremities. There was chronic denervation detected in all the muscles tested in the bilateral upper extremities. A superimposed plexopathy and radiculopathy cannot be ruled out thus MRI of the brachial plexus as well as cervical spine were ordered.

Physical Exam**Vitals & Measurements**

12/13/2021 13:13 T: 36.6 °C (97.9 °F) -

Temporal HR: 46 BP: 138/76 SpO2: 98%

HT: 188.0 cm (6 ft 2 in) WT: 110.45 kg (242 lbs 15 oz) BMI: 31.25 kg/m2

Pain Assessment

Primary: Numeric Pain Score: 9 (12/13/21 13:13:00)

Pain Present: Yes actual or suspected pain (12/13/21 13:13:00)

MSE: The patient was alert and oriented to person, place and time.**CN:** CN III, IV, VI: Eye movements were full and conjugate.

CN V: Facial sensation intact to temperature in V123 bilaterally.

CN VII: symmetric brow raise and eye closure

CN VIII: Hearing intact to finger rub bilaterally.

CN IX,X,XII: No dysarthria

CN XI: Shoulder shrug is 5/5 bilaterally

Motor: Strength is 5/5 in the BUE and BLE except 4+/5 finger flexion bilaterally and bilateral APB**Reflexes:** 1+ bilateral upper extremity, 2+ bilateral patella.**Sensation:** Reports equal sensation to temperature in all 4 extremities.**Coordination:** There was no dysmetria on finger-to-ear or heel-to-shin.**Gait:** Normal gait.**Diagnostic Results**

EMG/NCS 10/28/2021

Interpretation:

This is a very abnormal electrodiagnostic test. There is electrophysiological evidence of a severe right greater than left median sensorimotor neuropathy. Unable to localize the right median neuropathy as there was no response in the sensory nor motor nerve conduction studies. The left median sensorimotor neuropathy is localized to the wrist. There is electrophysiological evidence of a generalized sensory neuropathy. The chronic denervation detected in all of the muscles tested in the bilateral upper extremities could be due to an underlying neuropathy however cannot rule out a superimposed plexopathy or radiculopathy in this patient."

MRI cervical spine with and without contrast 11/8/2021

Problem List/Past Medical History**Ongoing**

Allergic rhinitis

At risk of venous thromboembolus

Back spasm

Carpal tunnel syndrome

Cervical disc disease

Cervical radiculopathy

Cervical stenosis of spine

Complete rotator cuff tear of left shoulder

Erectile dysfunction

Eye pain

Heart failure with reduced ejection fraction

History of COPD

Hypercholesterolemia

Hypertension

Immunization due

Impingement syndrome, shoulder, left
Lumbar herniated disc

Neck pain

Numbness and tingling of upper extremity

Obesity

Paresthesia of hand, bilateral

Prostate cancer

Prostatitis

Pruritus

Seasonal allergies

Sensorimotor neuropathy

Shoulder pain, left

Spondylosis of cervical spine

Temporomandibular joint (TMJ) pain

Upper back pain

Historical

No qualifying data

Procedure/Surgical History

None

Medications

amLODIPine 10 mg oral tablet, 10 mg= 1 tab, PO, Daily, 1 refills
aspirin 81 mg oral delayed release tablet, 81 mg= 1 tab, PO, Daily, 3 refills
atorvastatin 40 mg oral tablet, 40 mg= 1 tab, PO, Daily, 3 refills

MedStar MMG Neurology at MGSH

Neurology Office/Clinic Note

FINDINGS: There is stable cervical vertebral body height and alignment. There is stable homogeneous bone marrow signal without acute compression deformity fracture.

Evaluation of the paravertebral soft tissue structures is grossly unremarkable. C2-C3: Stable bulging annulus without significant neuroforaminal central spinal stenosis.

C3-C4: Mild annular circumferential disc bulge in combination with bilateral uncovertebral spurring and disc osteophyte complexes results in stable bilateral neural foraminal stenosis, moderate to marked on the left and mild-to-moderate on the right. Stable partial effacement of the ventral epidural CSF space with mild central spinal stenosis.

C4-C5: Stable annular circumferential disc bulge in combination with bilateral disc osteophyte complexes and uncovertebral spurring results in stable moderate to marked bilateral neural foraminal stenosis, right greater than left. Stable mild to moderate central spinal stenosis.

C5-C6: Stable broad-based left paracentral disc protrusion in combination with bilateral disc osteophyte complexes and uncovertebral spurring results in stable moderate to marked right and moderate left neuroforaminal stenosis. Stable mild central spinal stenosis. Stable mild indentation upon the ventral cervical cord without intrinsic cord signal abnormality.

C6-C7: Diffuse annular circumferential disc bulge with stable superimposed broad-based posterior disc protrusion with slight left paracentral disc extent in combination with bilateral uncovertebral spurring results in stable mild left neural foraminal stenosis. No significant right foraminal stenosis. Stable partial effacement of the ventral epidural CSF space with stable mild flattening of the ventral cervical cord. Stable borderline central spinal stenosis. No intrinsic cord signal abnormality.

C7-T1: Unremarkable

IMPRESSION: No significant change or acute abnormality when compared to 6/30/2020 MRI cervical spine."

MRI brachial plexus 11/17/2021

FINDINGS: Image quality is degraded by motion. Unremarkable appearance of the brachial plexus with no edema, mass or abnormal enhancement. No gross evidence of left apical lung mass. No supraclavicular adenopathy. No soft tissue edema or focal fluid collection. Visualized marrow signal is maintained. Partially visualized degenerative changes within the cervical spine.

IMPRESSION: Unremarkable MRI of the brachial plexus allowing for motion artifact."

Assessment/Plan

1. Sensorimotor neuropathy G62.9
Recommend blood work to evaluate for potentially treatable causes of neuropathy.
Will check B1, B6, B12, MMA, hemoglobin A1c, T. pallidum, SPEP, and S IFE.
2. Cervical radiculopathy M54.12
Recommend patient see spine specialist.
3. Carpal tunnel syndrome G56.00
Recommend patient sees orthopedic hand specialist.

Signature Line

Electronically signed by:

Ammah, MD, Deidre J on: 12.20.2021 13:01 EST

Visit Date: 12/13/2021 13:00

azelastine 137 mcg/inh (0.1%) nasal spray, 1 spray, Inhale-nasal, Daily cetirizine 10 mg oral tablet, 10 mg= 1 tab, PO, Daily

diclofenac 1% topical gel, 1 appl, TOP, 4x/day, PRN

EpiPen 2-Pak 0.3 mg injectable kit, 0.3 mg= 1 ea, IM, One Time, 1 refills

fenofenadine 180 mg oral tablet, 180 mg= 1 tab, PO, Daily

Flonase 50 mcg/inh nasal spray, 2 inhl, Nasal, Daily, 3 refills, 2 inhalations per nostril

furosemide 20 mg oral tablet, 20 mg= 1 tab, PO, Daily

gabapentin 100 mg oral capsule, 100 mg= 1 cap, PO, 3x/day

Lidoderm 5% topical film, 1 patch, TransDERMAL, Daily, apply up to 12h/d, max 3 patches at a time

metoprolol succinate 25 mg oral tablet, extended release, 25 mg= 1 tab, PO, Daily

potassium chloride 20 mEq oral tablet, extended release, 20 mEq= 1 tab, PO, Daily, 3 refills

Qvar Redihaler 80 mcg/inh inhalation aerosol, 80 mcg= 1 inhl, Inhalation, 2x/day, rinse mouth after use

Allergies

Mold (asthma trigger, Hayfever)

Pollen (Hayfever)

No Known Medication Allergies



7253 Ambassador Road
Baltimore, MD 21244



EXAM REQUESTED BY:

DEIDRE AMMAH MD
3304 GUILFORD AVE.
STE. 487
BALTIMORE, MD 21218

Patient: COFIELD, KEENAN
Date of Birth: [REDACTED] 1959
Phone: (443) 654-3715
MRN: 7502247S Acc: 18714145
Date of Exam: 11-08-2021
Site: Merritt Boulevard

EXAM: MRI RIGHT BRACHIAL PLEXUS WITHOUT AND WITH CONTRAST

HISTORY: Anesthesia of skin. Arm weakness. Radiating pain from shoulder to hands. Patient reports neck pain radiating into bilateral arms with numbness and tingling. Symptoms since motor vehicle accident July 2021 and September 2021, symptoms worse on the right side.

TECHNIQUE: A 1.5 Tesla system was utilized.

IV Contrast: 23 ml of Clariscan was injected from a 30 ml single use vial.

Multiplanar MRI of the brachial plexus was performed including T1-weighted and T2-weighted sequences. Images were obtained without and with intravenous contrast.

COMPARISON: No relevant studies available.

FINDINGS: Image quality is degraded especially on coronal and sagittal sequences. Taking this limitation into account, there is grossly normal caliber and opacification of the right cervical neck vasculature extending into the right thoracic inlet and axilla.

There is no appreciable abnormal mass or enhancement seen along the expected course of the right brachial plexus.

Limited visualization of the right lung apex is grossly unremarkable.

There is homogeneous bone marrow signal without acute fracture or bone contusion into account degenerative/arthritic changes of the shoulder articulation.

There is homogeneous appearance of the anterior and posterior right upper chest wall musculature. There are incidental degenerative/osteophytic changes of the right shoulder articulation involving the acromioclavicular articulation anterior humeral head.

IMPRESSION:

1. No appreciable mass or enhancement seen along the expected course of the right brachial plexus.
2. Incidental degenerative/arthritic changes of the right shoulder articulation as described above which is not entirely included on the field-of-view.

Patient records including study images and reports available through our web portal at
www.advancedradiologyconnect.com Phone: (410) 918-3150



EXAM REQUESTED BY:

DEIDRE AMMAH MD
3304 GUILFORD AVE.
STE. 487
BALTIMORE, MD 21218

Patient: COFIELD, KEENAN
Date of Birth: [REDACTED] 1959
Phone: (443) 554-3715
MRN: 7502247S Acc: 18790186
Date of Exam: 11-17-2021
Site: Merritt Boulevard

EXAM: MRI LEFT BRACHIAL PLEXUS WITHOUT AND WITH CONTRAST

HISTORY: Abnormal electromyogram EMG, Anesthesia of skin. Patient reports left arm weakness with pain radiating from shoulder to hand following 2 motor vehicle accident 7/2021, 9/2021.

TECHNIQUE: A 1.5 Tesla system was utilized.

IV Contrast: 23 ml of Clariscan was injected from a 23 ml single use vial.

Multiplanar MRI of the brachial plexus was performed including T1-weighted and T2-weighted sequences. Images were obtained without and with intravenous contrast.

COMPARISON: No relevant studies available.

FINDINGS: Image quality is degraded by motion. Unremarkable appearance of the brachial plexus with no edema, mass or abnormal enhancement. No gross evidence of left apical lung mass. No supraclavicular adenopathy. No soft tissue edema or focal fluid collection. Visualized marrow signal is maintained. Partially visualized degenerative changes within the cervical spine.

IMPRESSION: Unremarkable MRI of the brachial plexus allowing for motion artifact.

Thank you for the opportunity to participate in the care of this patient.

Amy Pepperney MD

Electronically Signed: 11-17-2021 10:43 AM

EXHIBIT-4

MEDSTAR HEALTH

DR. DEIDRE AMMAH, MD (NEURLOGIST)

10/28/2021-FINAL REPORT AND ABNORMAL-
ELECTRODIAGNOSTIC REPORT

12/13/2021-FINAL REPORT

MedStar Neurology at UMH
 3304 Guildford Ave
 Suite 487
 Baltimore, MD, 21218
 Phone: (410)554-2286 Fax: (410)554-2179

Neurology Office/Clinic Note
 Visit Date: 10/28/2021 13:30
 Scheduled Provider: Ammah, MD, Deidre J

* Final Report *

Electrodiagnostic Report

Patient: Keenan Cofield

DOB: [REDACTED] 1959

Referring Provider: Deidre Ammah, MD

Date of Exam: 10/28/2021

Pertinent History and Examination:

Patient presents for electrodiagnostic testing of the bilateral upper extremities. Patient reports numbness and tingling sensation that goes from his shoulder region and radiates to his distal hand. He reports symptoms are worse on the right. Patient does report some discomfort. On examination, the patient has a 5/5 strength in bilateral upper extremities except 4+5 strength with finger flexion bilaterally and with the bilateral APB. Reflexes were 1+ in bilateral upper extremities. Patient reported equal sensation to pinprick in bilateral upper extremities.

Test Results:

Sensory Nerve Conduction Study

Nerve / Sites	Rec. Site	Onset Lat	Peak Lat	O-P Amp	Segments	Distance	Velocity
		ms	ms	µV		cm	m/s

L Median - Dig II (Antidromic)

Wrist	Index	NR	NR	NR	Wrist - Index	14	NR
-------	-------	----	----	----	---------------	----	----

L Ulnar - Dig V (Antidromic)

Wrist	Dig V	2.9	3.5	11.0	Wrist - Dig V	14	49
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L Radial - Superficial (Antidromic)

Forearm	Wrist	2.2	2.9	41.4	Forearm - Wrist	10	46
---------	-------	-----	-----	------	-----------------	----	----

R Median - Dig II (Antidromic)

Wrist	Index	NR	NR	NR	Wrist - Index	14	NR
-------	-------	----	----	----	---------------	----	----

R Ulnar - Dig V (Antidromic)

Wrist	Dig V	NR	NR	NR	Wrist - Dig V	14	NR
-------	-------	----	----	----	---------------	----	----

R Radial - Superficial (Antidromic)

Forearm	Wrist	2.2	2.8	24.4	Forearm - Wrist	10	46
---------	-------	-----	-----	------	-----------------	----	----

L Medial antebrachial cutaneous - (Antidromic)

Elbow	Forearm	NR	NR	NR	Elbow - Forearm	10	NR
-------	---------	----	----	----	-----------------	----	----

L Lateral antebrachial cutaneous - (Antidromic)

Elbow	Forearm	NR	NR	NR	Elbow - Forearm	10	NR
-------	---------	----	----	----	-----------------	----	----

L. Cervical paraspinals (low)											
R. Deltoid	Axillary	C5-C6	NL	None	None	None	----	NL	NL	1+	Reduced
R. Biceps brachii	Musculocut.	C5-C6	NL	None	None	None	----	1+	NL	1+	Reduced
R. Extensor digitorum communis	Radial	C7-C8	NL	None	None	None	----	NL	NL	1+	Reduced
R. First dorsal interosseous	Ulnar	C8-T1	NL	None	None	None	----	2+	NL	NL	Reduced
R. Abductor pollicis brevis	Median	C8-T1	NL	None	None	None	----	1+	NL	1+	Reduced
R. Cervical paraspinals (up)	-	NL	None	None	None	None	----				
R. Cervical paraspinals (mid)	-	NL	None	None	None	None	----				
R. Cervical paraspinals (low)	-	NL	None	None	None	None	----				

Summary:**Nerve conduction were performed on the bilateral upper extremities:**

1. The bilateral median, right ulnar, bilateral MAC, and bilateral LAC sensory nerve conduction studies show no response.
2. The left ulnar sensory nerve conduction study showed normal peak latency, normal amplitude, and decreased conduction velocity.
3. The left radial sensory nerve conduction study showed prolonged peak latency, normal amplitude, and decreased conduction velocity.
4. The right radial sensory nerve conduction study showed normal peak latency, normal amplitude, and decreased conduction velocity.
5. The left median motor nerve conduction study showed extremely prolonged distal latency, normal amplitude, and decreased conduction velocity.
6. The left ulnar motor nerve conduction study showed normal distal latency, decreased amplitude, and normal conduction velocity.
7. The right median motor nerve conduction study showed no response.
8. The right ulnar motor nerve conduction study was normal.

Needle EMG was performed of select muscles in the bilateral upper extremities bilateral cervical paraspinal muscles with a disposable concentric needle.

1. EMG of the bilateral deltoid, biceps, EDC, FDI, and APB signs of chronic denervation.
2. EMG of the bilateral upper, middle and lower cervical paraspinals showed normal insertional and spontaneous activity.

Interpretation:

This is a very abnormal electrodiagnostic test. There is electrophysiological evidence of a severe right greater than left median sensorimotor neuropathy. Unable to localize the right median neuropathy as there was no response in the sensory nor motor nerve conduction studies. The left median sensorimotor neuropathy is localized to the wrist. There is electrophysiological evidence of a generalized sensory neuropathy. The chronic denervation detected in all of the muscles tested in the bilateral upper extremities could be due to an underlying neuropathy however cannot rule out a superimposed plexopathy or radiculopathy in this patient.

Clinical Comment:

Given the patient's clinical description pain radiating from the shoulders to the hands as well as the findings on this electrodiagnostic test, recommend MRI of the cervical spine without contrast as well as MRI of the bilateral brachial plexus with and without contrast. BMP ordered before he had as contrast will be administered.

R Medial antebrachial cutaneous - (Antidromic)

Elbow	Forearm	NR	NR	NR	Elbow - Forearm	10	NR
-------	---------	----	----	----	-----------------	----	----

R Lateral antebrachial cutaneous - (Antidromic)

Elbow	Forearm	NR	NR	NR	Elbow - Forearm	10	NR
-------	---------	----	----	----	-----------------	----	----

Motor Nerve Conduction Study

Nerve / Sites	Muscle	Latency	Amplitude	Segments	Distance	Lat Diff	Velocity
		ms	mV		cm	ms.	m/s

L Median - APB

Wrist	APB	9.1	6.4	Wrist - APB	7		
Elbow	APB	14.5	6.3	Elbow - Wrist	24	5.4	44

L Ulnar - ADM

Wrist	ADM	3.3	6.3	Wrist - ADM	7		
B.Elbow	ADM	7.6	5.9	B.Elbow - Wrist	23	4.3	53
A.Elbow	ADM	10.9	5.8	A.Elbow - B.Elbow	17	3.3	52

R Median - APB

Wrist	APB	NR	NR	Wrist - APB	7		
-------	-----	----	----	-------------	---	--	--

R Ulnar - ADM

Wrist	ADM	3.4	8.2	Wrist - ADM	7		
B.Elbow	ADM	7.9	7.6	B.Elbow - Wrist	24	4.6	53
A.Elbow	ADM	10.3	6.8	A.Elbow - B.Elbow	12	2.4	51

EMG Summary Table		Spontaneous							MUAP			Recruitment	
Muscle	Nerve	Roots	IA	Fib	PSW	Fasc	Other	Amp	Dur.	PPP	Pattern		
L. Deltoid	Axillary	C5-C6	NL	None	None	None	-----	1+	NL	1+	Reduced		
L. Biceps brachii	Musculocut.	C5-C6	NL	None	None	None	-----	NL	NL	1+	Reduced		
L. Extensor digitorum communis	Radial	C7-C8	NL	None	None	None	-----	NL	NL	1+	Reduced		
L. First dorsal interosseous	Ulnar	C8-T1	NL	None	None	None	-----	1+	NL	NL	Reduced		
L. Abductor pollicis brevis	Median	C8-T1	NL	None	None	None	-----	NL	NL	1+	Reduced		
L. Cervical paraspinals (up)		-	NL	None	None	None	-----						
L. Cervical paraspinals (mid)		-	NL	None	None	None	-----						
		-	NL	None	None	None	-----						

Signature Line

Electronically signed by:

Ammah, MD, Deidre J on: 10.29.2021 09:28 EDT

MedStar MMG Neurology at MGSH

5601 Loch Raven Blvd
Smyth Building, Suite 106
Baltimore, MD, 21239
Phone: (410)823-3600 Fax: (410)823-3605

Neurology Office/Clinic Note

Visit Date: 12/13/2021 13:00

Scheduled Provider: Ammah, MD, Deidre J

*** Final Report *****Chief Complaint**

CC: Numbness/Coldness Bilateral Hands

History of Present Illness

The patient presents for follow-up appointment. Of note, the patient had EMG NCS on 10/28/2021. This study revealed a severe right greater than left sensorimotor neuropathy. In addition, there was electrophysiologic evidence of a generalized sensory neuropathy involving the bilateral upper extremities. There was chronic denervation detected in all the muscles tested in the bilateral upper extremities. A superimposed plexopathy and radiculopathy cannot be ruled out thus MRI of the brachial plexus as well as cervical spine were ordered.

Physical Exam**Vitals & Measurements**

12/13/2021 13:13 T: 36.6 °C (97.9 °F) -

Temporal HR: 46 BP: 138/76 SpO2: 98%

HT: 188.0 cm (6 ft 2 in) WT: 110.45 kg (242 lbs 15 oz) BMI: 31.25 kg/m2

Pain Assessment

Primary: Numeric Pain Score: 9 (12/13/21 13:13:00)

Pain Present: Yes actual or suspected pain (12/13/21 13:13:00)

MSE: The patient was alert and oriented to person, place and time.**CN:** CN III, IV, VI: Eye movements were full and conjugate.

CN V: Facial sensation intact to temperature in V123 bilaterally.

CN VII: symmetric brow raise and eye closure

CN VIII: Hearing intact to finger rub bilaterally.

CN IX,X,XII: No dysarthria

CN XI: Shoulder shrug is 5/5 bilaterally

Motor: Strength is 5/5 in the BUE and BLE except 4+/5 finger flexion bilaterally and bilateral APB**Reflexes:** 1+ bilateral upper extremity, 2+ bilateral patella.**Sensation:** Reports equal sensation to temperature in all 4 extremities.**Coordination:** There was no dysmetria on finger-to-ear or heel-to-shin.**Gait:** Normal gait.**Diagnostic Results**

EMG/NCS 10/28/2021

Interpretation:

This is a very abnormal electrodiagnostic test. There is electrophysiological evidence of a severe right greater than left median sensorimotor neuropathy. Unable to localize the right median neuropathy as there was no response in the sensory nor motor nerve conduction studies. The left median sensorimotor neuropathy is localized to the wrist. There is electrophysiological evidence of a generalized sensory neuropathy. The chronic denervation detected in all of the muscles tested in the bilateral upper extremities could be due to an underlying neuropathy however cannot rule out a superimposed plexopathy or radiculopathy in this patient."

MRI cervical spine with and without contrast 11/8/2021

Problem List/Past Medical History**Ongoing**

Allergic rhinitis

At risk of venous thromboembolus

Back spasm

Carpal tunnel syndrome

Cervical disc disease

Cervical radiculopathy

Cervical stenosis of spine

Complete rotator cuff tear of left shoulder

Erectile dysfunction

Eye pain

Heart failure with reduced ejection fraction

History of COPD

Hypercholesterolemia

Hypertension

Immunization due

Impingement syndrome, shoulder, left Lumbar herniated disc

Neck pain

Numbness and tingling of upper extremity

Obesity

Paresthesia of hand, bilateral

Prostate cancer

Prostatitis

Pruritus

Seasonal allergies

Sensorimotor neuropathy

Shoulder pain, left

Spondylosis of cervical spine

Temporomandibular joint (TMJ) pain

Upper back pain

Historical

No qualifying data

Procedure/Surgical History

None

Medications

amLODIPine 10 mg oral tablet, 10 mg= 1 tab, PO, Daily, 1 refills

aspirin 81 mg oral delayed release tablet, 81 mg= 1 tab, PO, Daily, 3 refills

atorvastatin 40 mg oral tablet, 40 mg= 1 tab, PO, Daily, 3 refills

MedStar MMG Neurology at MGS

Neurology Office/Clinic Note

Visit Date: 12/13/2021 13:00

"**FINDINGS:** There is stable cervical vertebral body height and alignment. There is stable homogeneous bone marrow signal without acute compression deformity fracture.

Evaluation of the paravertebral soft tissue structures is grossly unremarkable. C2-C3: Stable bulging annulus without significant neuroforaminal central spinal stenosis.

C3-C4: Mild annular circumferential disc bulge in combination with bilateral uncovertebral spurring and disc osteophyte complexes results in stable bilateral neural foraminal stenosis, moderate to marked on the left and mild-to-moderate on the right. Stable partial effacement of the ventral epidural CSF space with mild central spinal stenosis.

C4-C5: Stable annular circumferential disc bulge in combination with bilateral disc osteophyte complexes and uncovertebral spurring results in stable moderate to marked bilateral neural foraminal stenosis, right greater than left. Stable mild to moderate central spinal stenosis.

C5-C6: Stable broad-based left paracentral disc protrusion in combination with bilateral disc osteophyte complexes and uncovertebral spurring results in stable moderate to marked right and moderate left neuroforaminal stenosis. Stable mild central spinal stenosis. Stable mild indentation upon the ventral cervical cord without intrinsic cord signal abnormality.

C6-C7: Diffuse annular circumferential disc bulge with stable superimposed broad-based posterior disc protrusion with slight left paracentral disc extent in combination with bilateral uncovertebral spurring results in stable mild left neural foraminal stenosis. No significant right foraminal stenosis. Stable partial effacement of the ventral epidural CSF space with stable mild flattening of the ventral cervical cord. Stable borderline central spinal stenosis. No intrinsic cord signal abnormality.

C7-T1: Unremarkable

IMPRESSION: No significant change or acute abnormality when compared to 6/30/2020 MRI cervical spine."

MRI brachial plexus 11/17/2021

"**FINDINGS:** Image quality is degraded by motion. Unremarkable appearance of the brachial plexus with no edema, mass or abnormal enhancement. No gross evidence of left apical lung mass. No supraclavicular adenopathy. No soft tissue edema or focal fluid collection. Visualized marrow signal is maintained. Partially visualized degenerative changes within the cervical spine.

IMPRESSION: Unremarkable MRI of the brachial plexus allowing for motion artifact."

Assessment/Plan

1. Sensorimotor neuropathy G62.9
Recommend blood work to evaluate for potentially treatable causes of neuropathy.
Will check B1, B6, B12, MMA, hemoglobin A1c, T. pallidum, SPEP, and S IFE.
2. Cervical radiculopathy M54.12
Recommend patient see spine specialist.
3. Carpal tunnel syndrome G56.00
Recommend patient sees orthopedic hand specialist.

Signature Line

Electronically signed by:

Ammah, MD, Deidre J on: 12.20.2021 13:01 EST

EXHIBIT-5

MEDSTAR HEALTH

DR. DAVID A. COHEN, MD (ORTHOPEDIC
SURGEON)

12/22/2021-FINAL REPORT

MedStar Orthopaedic Institute at MFSMC
 9101 Franklin Square Drive
 Suite 200
 Baltimore, MD, 21237
 Phone: (443)777-6788 Fax: (844)606-5109

Orthopedic Office/Clinic Note
 Visit Date: 12/22/2021 13:45
 Scheduled Provider: Cohen, MD, David A.

* Final Report *

Chief Complaint

New Bilateral Shoulder Pain

History of Present Illness

This is a 62-year-old right-hand-dominant male who presents with bilateral shoulder pain. He was involved in a motor vehicle accident over the summer in July. He has had pain in both shoulders. Initially was worse than the left but now is getting pain in the right as well. He went through physical therapy for 18 visits but said that it actually made things worse. He had seen Dr. Allaee who gave him an injection in the left shoulder which did help reduce some of the pain. He still has difficulty sleeping at night and with overhead activities. He recently had MRIs of both shoulders. I reviewed the MRIs from advance radiology as well as the reports and gave my own independent reading. He has evidence of an anterior supraspinatus tear in both shoulders about 1-1/2 cm. There is signs of some impingement inflammation along the biceps tendon. The findings are very symmetric in both shoulders.

Hand Dominance: Right

Occupation: Retired

Orthopedic Injury: Yes

Physical Exam

Vitals & Measurements

12/22/2021 08:47 HT: 187 cm (6 ft 2 in) WT: 107 kg (235 lbs 6 oz) BMI: 30.6 kg/m²

Patient's neck is supple nontender. He has full range of motion negative Spurling sign. He has full forward flexion abduction both shoulders but significant pain. He has normal strength in deltoid but pain and weakness with supraspinatus testing bilaterally. There is crepitus and a click felt over the greater tuberosity in both shoulders. He has pain with both Neer and Hawkins impingement signs as well as the O'Brien's test. He otherwise has a normal neurological vascular exam.

Assessment/Plan

1. Complete rotator cuff tear of left shoulder M75.122

The patient has rotator cuff pathology and tears in both shoulders. He was recently diagnosed with prostate cancer and is in the process of getting that treated. He would like to consider surgery but wants to get through that process first. He elected for an injection of the right shoulder today. A time out was called to verify the site and procedure. Under sterile conditions 40 mg of Kenalog and 3 mL's of 1% lidocaine were injected in the noted joint/area. The injection was tolerated well and a bandaid was applied. The patient will follow up in 4 to 6 weeks. Once he has a clear idea of how his prostate treatment is going to go he will consider surgery. He would like to think about surgery sometime next year. We did brief discussion about the surgery and told him that we would do 1 and then possibly 6 to 8 weeks later we could do the other side.

Ordered: Return to Clinic

2. Right rotator cuff tear M75.101

Ordered: Bill For Arthrocentesis Aspir&/Inj Major Jt/Bursa W/O Us AMB - 20610

Problem List/Past Medical History

Ongoing

Allergic rhinitis
 At risk of venous thromboembolus
 Back spasm
 Carpal tunnel syndrome
 Cervical disc disease
 Cervical radiculopathy
 Cervical stenosis of spine
 Complete rotator cuff tear of left shoulder
 Erectile dysfunction
 Eye pain
 Heart failure with reduced ejection fraction
 History of COPD
 Hypercholesterolemia
 Hypertension
 Immunization due
 Impingement syndrome, shoulder, left
 Lumbar herniated disc
 Neck pain
 Numbness and tingling of upper extremity
 Obesity
 Paresthesia of hand, bilateral
 Prostate cancer
 Prostatitis
 Pruritus
 Seasonal allergies
 Sensorimotor neuropathy
 Shoulder pain, left
 Spondylosis of cervical spine
 Temporomandibular joint (TMJ) pain
 Upper back pain

Historical

No qualifying data

Procedure/Surgical History

None

Medications

amLODIPine 10 mg oral tablet, 10 mg= 1 tab, PO, Daily, 1 refills
 aspirin 81 mg oral delayed release tablet, 81 mg= 1 tab, PO, Daily, 3 refills
 atorvastatin 40 mg oral tablet, 40 mg= 1 tab, PO, Daily, 3 refills

MedStar Orthopaedic Institute at
MFSMC

Orthopedic Office/Clinic Note

Visit Date: 12/22/2021 13:45

Return to Clinic

azelastine 137 mcg/inh (0.1%) nasal spray, 1 spray, Inhale-nasal, Daily
 cetirizine 10 mg oral tablet, 10 mg= 1 tab, PO, Daily
 diclofenac 1% topical gel, 1 appl, TOP, 4x/day, PRN
 EpiPen 2-Pak 0.3 mg injectable kit, 0.3 mg= 1 ea, IM, One Time, 1 refills
 fexofenadine 180 mg oral tablet, 180 mg= 1 tab, PO, Daily
 Flonase 50 mcg/inh nasal spray, 2 inh, Nasal, Daily, 3 refills, 2 inhalations per nostril
 furosemide 20 mg oral tablet, 20 mg= 1 tab, PO, Daily
 gabapentin 100 mg oral capsule, 100 mg= 1 cap, PO, 3x/day
 ibuprofen 600 mg oral tablet
 Lidoderm 5% topical film, 1 patch, TransDERMAL, Daily, apply up to 12h/d, max 3 patches at a time
 metoprolol succinate 25 mg oral tablet, extended release, 25 mg= 1 tab, PO, Daily
 potassium chloride 20 mEq oral tablet, extended release, 20 mEq= 1 tab, PO, Daily, 3 refills
 Qvar Redihaler 80 mcg/inh inhalation aerosol, 80 mcg= 1 inhl, Inhalation, 2x/day, rinse mouth after use

Allergies

Mold (asthma trigger, Hayfever)
 Pollen (Hayfever)
 No Known Medication Allergies

Social History**Smoking Status**

Never smoker

Alcohol

Use: Denies.

Employment/School

Status: Off work temporarily.

Exercise

Frequency: 1-2 times/week.

Substance Use

Use: Denies.

Tobacco/Nicotine

Use: Denies.

Family History

Diabetes mellitus: Mother and Father.
 HBP (high blood pressure).....: Mother and Father.

Review of Systems

Headache: Denies

Eyesight Problems: Denies

Swallowing Problems: Denies

Chest Pain: Denies

MedStar Orthopaedic Institute at
MFSMC

Orthopedic Office/Clinic Note

Visit Date: 12/22/2021 13:45

Shortness of Breath: Denies
Diarrhea: Denies
Constipation: Denies
Poor Circulation: Denies
Blood in Stool: Denies
Ulcers: Denies
Painful Urination: Denies

Signature Line

Electronically signed by:

Cohen, MD, David A. on: 12.22.2021 16:11 EST

EXHIBIT-6

MEDSTAR HEALTH

DR. ALAEE, MD (ORTHOPEDIC SURGEON)

12/20/2021-FINAL REPORT

9101 Franklin Square Drive
Suite 200
Baltimore, MD, 21237
Phone: (443)777-6788

Fax: (844)606-5109

Orthopedic Office/Clinic Note

Visit Date: 12/20/2021 10:45

Scheduled Provider: Alae, MD, Farhang

* Final Report *

Chief Complaint

F/U Rt. Shoulder/ MRI review

History of Present Illness

Patient is here for review of MRI results and evaluation of his left shoulder. He continues to have significant pain in left shoulder. We had given him an injection which helped to some extent. However he thinks that therapy is actually exacerbating his pain. He is feeling pain over the anterior lateral and top of the shoulder. Sometimes pain in the neck as well. MRIs from both shoulders have been done which show rotator cuff tears.

Hand Dominance: Right

Occupation: Retired / Psychologist

Orthopedic Injury: Yes

Physical Exam

Vitals & Measurements

12/20/2021 10:26 HT: 187 cm (6 ft 2 in) WT: 107 kg (235 lbs 6 oz) BMI: 30.6 kg/m²

Examination of the left shoulder reveals pain with abduction forward elevation. Some tenderness to palpation laterally and anteriorly. He has good strength around his shoulder.

Diagnostic Results

MRI as above

Assessment/Plan

1. Impingement syndrome, shoulder, left M75.42

At this point I think he should be referred to one of my shoulder specialist colleagues to consider arthroscopic debridement/repair. He has not responded favorably to nonoperative treatment. In the meantime I recommended continued gentle exercises and Tylenol/Motrin for pain.

Ordered: Return to Clinic

Problem List/Past Medical History

Ongoing

Allergic rhinitis
At risk of venous thromboembolus
Back spasm
Carpal tunnel syndrome
Cervical disc disease
Cervical radiculopathy
Cervical stenosis of spine
Complete rotator cuff tear of left shoulder
Erectile dysfunction
Eye pain
Heart failure with reduced ejection fraction
History of COPD
Hypercholesterolemia
Hypertension
Immunization due
Impingement syndrome, shoulder, left
Lumbar herniated disc
Neck pain
Numbness and tingling of upper extremity
Obesity
Paresthesia of hand, bilateral
Prostate cancer
Prostatitis
Pruritus
Seasonal allergies
Sensorimotor neuropathy
Shoulder pain, left
Spondylosis of cervical spine
Temporomandibular joint (TMJ) pain
Upper back pain

Historical

No qualifying data

Procedure/Surgical History

None

Medications

amLODIPine 10 mg oral tablet, 10 mg= 1 tab, PO, Daily, 1 refills
aspirin 81 mg oral delayed release tablet, 81 mg= 1 tab, PO, Daily, 3 refills
atorvastatin 40 mg oral tablet, 40 mg= 1 tab, PO, Daily, 3 refills

Diarrhea: Denies
Constipation: Denies
Poor Circulation: Denies
Blood in Stool: Denies
Ulcers: Denies
Painful Urination: Denies
As per HPI

Signature Line

Electronically signed by:

Alaee, MD, Farhang on: 12.20.2021 11:39 EST

COFIELD, KEENAN KESTER
DOB: [REDACTED] 1959

FSH-00674040076
Printed on: 12/21/2021 14:27 EST

EMPI: 36263
Page 3 of 3



MedStar Health

COFIELD, KEENAN KESTER
1236 KENDRICK RD
ROSEDALE, MD 21237

February 07, 2022

To Whom It May Concern:

This patient was seen in this office on 02/07/2022.

This patient will not be able to return to work indefinitely.

Sincerely,

A handwritten signature in black ink, appearing to read "Keenan Kester".

The Medstar Orthopaedic Institute

MedStar Orthopaedic Institute at MFSMC

9101 Franklin Square Drive
Suite 200
Baltimore, MD, 21237
Phone: (443)777-6788

Fax: (844)606-5109

Orthopedic Office/Clinic Note

Visit Date: 02/07/2022 09:45

Scheduled Provider: Cohen, MD, David A.

*** Final Report ***
Document Contains Addenda

Chief Complaint

follow up bilateral shoulder pain

History of Present Illness

62-year-old male with a history of prostate cancer and bilateral rotator cuff tears in today for follow-up. The patient has been waiting to hear when his prostate cancer procedure would be scheduled before scheduling for a rotator cuff repair. He states that the procedure will get in March and last for approximately 5 weeks, he would like to have the left rotator cuff repaired afterwards, he states it is still hurting and he was hoping to get a steroid injection in the left shoulder today. He had previously gotten a steroid injection in the right shoulder which also has a rotator cuff tear. He states today his left shoulder is the main concern as it hurts more.

Hand Dominance: Right

Occupation: unemployed

Orthopedic Injury: No

Physical Exam**Vitals & Measurements**

02/04/2022 13:50 HT: 187.96 cm (6 ft 2 in) WT: 107.3 kg (236 lbs 1 oz) BMI: 30.37 kg/m²

Pain Assessment

Numeric Pain Score: 8

Primary: Numeric Pain Score: 8 (02/04/22 13:50:00)

On evaluation of the bilateral shoulders patient is complaining of more pain in the left shoulder than in the right, however he does not complain of any pain on palpation of either shoulder. Patient's forward flexion of both arms is approximately 0-170 degrees. With the left arm abducted to 90 degrees the patient has approximately 80 degrees of internal and 90 degrees of external rotation, the right shoulder has approximately 90 of internal and 90 of external. Patient has good strength in both shoulders on exam, even with supraspinatus testing, however he does complain of some pain in the left shoulder well doing supraspinatus testing. He is neurovascular intact distally.

Assessment/Plan

Left rotator cuff tear M75.102

62-year-old male in today for follow-up evaluation of left rotator cuff tear. Patient states that today the left shoulder is hurting quite a bit worse than the right, he requested and was given a steroid injection in the shoulder today. He would like to have the left rotator cuff repaired, however has prostate cancer and will be undergoing a procedure over the next 5 weeks or so, we will do the steroid injection today, he understands that he will not be able to get surgery on the shoulder for about 3 months, we will reevaluate him in about 6 weeks to see how he was doing, if he is still looking to have the left shoulder operation we may schedule it at that time.

This patient was seen in tandem with Dr. Cohen

Problem List/Past Medical History**Ongoing**

Adjustment disorder with mixed anxiety and depressed mood ✓
Allergic rhinitis ✓
Back spasm ✓
Carpal tunnel syndrome ✓
Cervical radiculopathy ✓
Cervical somatic dysfunction ✓
Cervical spinal stenosis ✓
Cervical stenosis of spine ✓
Complete rotator cuff tear of left shoulder ✓
Depression ✓
Erectile dysfunction
Heart failure with reduced ejection fraction
History of COPD
Hypercholesterolemia
Hypertension
Impingement syndrome of right shoulder ✓
Insomnia ✓
Lumbar herniated disc ✓
Motor vehicle accident (circled)
Neck pain ✓
Numbness and tingling of upper extremity ✓
Obesity
Other cervical disc displacement at C4-C5 level ✓
Other cervical disc displacement at C5-C6 level ✓
Other cervical disc displacement at C6-C7 level ✓
Paresthesia of hand, bilateral
Prostate cancer
Prostatitis
PTSD (post-traumatic stress disorder) ✓
Sensorimotor neuropathy ✓
Shoulder pain, right ✓
Somatic dysfunction of lumbar region ✓
Somatic dysfunction of thoracic region ✓
Somatic dysfunction of upper extremity ✓
Spondylosis of cervical spine ✓
Temporomandibular joint (TMJ) pain ✓
Upper back pain ✓

Shoulder Injection

Timeout was called to verify the site and procedure and medication. Risks and benefits were discussed with the patient. Prior to the procedure, 1mL of 80 milligrams of Depomedrol and 3 mL of 1% lidocaine were prepared in a 5mL vial. The site was exposed, cleaned with alcohol pads, a topical anesthetic spray applied, and the injection was completed into the symptomatic joint by inserting the 22 gauge needle into the subacromial space, pressure was applied to stop any bleeding with a gauze pad at the injection site. The site was covered with a band-aid. Patient tolerated procedure no complications.

Historical

Adjustment disorder with disturbance of emotion
At risk of venous thromboembolus
Cervical disc disease
Eye pain
Immunization due
Impingement syndrome of right shoulder
Impingement syndrome, shoulder, left
Obesity
Pruritus
Seasonal allergies

Procedure/Surgical History

None

Medications

amLODIPine 10 mg oral tablet, 10 mg= 1 tab, PO, Daily, 1 refills
aspirin 81 mg oral delayed release tablet, 81 mg= 1 tab, PO, Daily, 3 refills
atorvastatin 40 mg oral tablet, 40 mg= 1 tab, PO, Daily, 3 refills
azelastine 137 mcg/inh (0.1%) nasal spray, 1 spray, Inhale-nasal, Daily
diclofenac 1% topical gel, 1 appl, TOP, 4x/day, PRN
EpiPen 2-Pak 0.3 mg injectable kit, 0.3 mg= 1 ea, IM, One Time, 1 refills
escitalopram 10 mg oral tablet, 15 mg= 1.5 tab, PO, Daily, 1 refills
fexofenadine 180 mg oral tablet, 180 mg= 1 tab, PO, Daily
Flonase 50 mcg/inh nasal spray, 2 inh, Nasal, Daily, 3 refills, 2 inhalations per nostril
furosemide 20 mg oral tablet, 20 mg= 1 tab, PO, Daily
 gabapentin 100 mg oral capsule, 100 mg= 1 cap, PO, 3x/day
ibuprofen 600 mg oral tablet
Kenalog-40 injectable suspension, 40 mg= 1 mL, IntraARTicular, One Time
lidocaine 1% injectable solution, 30 mg= 3 mL, IntraARTicular, One Time
Lidoderm 5% topical film, 1 patch, TransDERMAL, Daily, apply up to 12h/d, max 3 patches at a time
metoprolol succinate 25 mg oral tablet, extended release, 25 mg= 1 tab, PO, Daily
potassium chloride 20 mEq oral tablet, extended release, 20 mEq= 1 tab, PO, Daily, 3 refills
Qvar Redihaler 80 mcg/inh inhalation aerosol

Ordered: lidocaine 1% injectable solution, 3 mL, Inj, IntraARTicular, One Time, Routine 02/07/22 11:08:00 EST, Stop: 02/07/22 11:08:00 EST
Kenalog-40 injectable suspension, 40 mg = 1 mL, Inj, IntraARTicular, One Time, Routine, 02/07/22 11:08:00 EST, Stop: 02/07/22 11:08:00 EST, 02/07/22 11:08:00 EST
Bill For Arthrocentesis Aspir&/Inj Major Jt/Bursa W/O Us AMB - 20610

Right rotator cuff tear M75.101

This patient also has a right rotator cuff tear, while was not bothering him as much today I did examine it, he has decent range of motion and strength in this arm, approximately 90 degrees of internal and 90 degrees of external rotation with the arm abducted at 90 degrees, he was also able to get about 170 degrees of forward flexion, 5/5 strength, the right shoulder made some point need to be repaired, but for now does not bothering him very much and will concentrate more on the left at this time.

This patient was seen in tandem with Dr. Cohen

MedStar Orthopaedic Institute at
MFSMC

Orthopedic Office/Clinic Note

Visit Date: 02/07/2022 09:45

Qvar Redihaler 80 mcg/inh inhalation aerosol, 80 mcg= 1 inh, Inhalation, 2x/day, rinse mouth after use
traZODone 50 mg oral tablet, 50 mg= 1 tab, PO, Nightly, PRN, 1 refills
Vitamin B12 1000 mcg oral tablet, 1000 mcg= 1 tab, PO, Daily, 2 refills

Allergies

Mold (asthma trigger, Hayfever)
Pollen (Hayfever)
No Known Medication Allergies

Social History**Smoking Status**

Never smoker

Alcohol

Use: Denies.

Employment/School

Status: Off work temporarily.

Exercise

Frequency: 1-2 times/week.

Home/Environment

Born Outside the US: No. Marital Status: Single. Lives with Mother. Comment(s): Lives with 82 yo mother. Patient is the oldest of 4.. Living situation: Home/Independent. Home Equipment: None. Alcohol abuse in household: No. Substance abuse in household: No. Smoker in household: No. Concerns for Domestic Violence: No. Feels unsafe at home: No. Safe place to go: Yes. Family/Friends available for support: Yes. Concern for family members at home: No. Major illness in household: No. Financial concerns: No.

Substance Use

Use: Denies.

Tobacco/Nicotine

Use: Denies.

Family History

Diabetes mellitus: Mother and Father. HBP (high blood pressure).....: Mother and Father.

Review of Systems

Headache: Denies
Eyesight Problems: Denies
Swallowing Problems: Denies
Chest Pain: Denies
Shortness of Breath: Denies
Diarrhea: Denies
Constipation: Denies
Poor Circulation: Denies
Blood in Stool: Denies
Ulcers: Denies
Painful Urination: Denies

MedStar Orthopaedic Institute at
MFSMC

Orthopedic Office/Clinic Note

Visit Date: 02/07/2022 09:45

Signature Line

Electronically signed by:

Smith, PA-C, Edward C on: 02.07.2022 11:15 EST**Addendum by Cohen, MD, David A. on February 07, 2022 11:17:07 EST (Verified)**

The patient was seen with the physician's assistant and I agree with the above assessment and plan. The patient is currently undergoing treatment for prostate cancer. Once he is completed this he may consider surgery on his left shoulder sometime in May or June. We will discuss that at his next visit.

Signature Line

Electronically signed by:

Cohen, MD, David A. on: 02.07.2022 11:17 EST

EXHIBIT - 1

Ciox Health

P.O. Box 409900
Atlanta, GA 30384-9900
Fed Tax ID 58 - 2659941
1-800-367-1500

Date
02/15/2022
Request ID #
0364860230

Ship To:

COFIELD KEENAN
COFIELD, KEENAN
1236 KENDRICK RD
ROSEDALE, MD 21237-2920

Requested By: COFIELD, KEENAN**Patient Name:** COFIELD KEENAN**DOB :**

1059

Records From:

OUTPATIENT PSYCHIATRY
9105 FRANKLIN SQUARE DRIVE
EFRC
BALTIMORE, MD 21237

MedStar Outpt Psych Services at MFSMC
 9105 Franklin Square Drive
 Suite 102 and 104
 Baltimore, MD, 21237
 Phone: (443)777-7765 Fax: --

Behavioral Health Telehealth Note
 Visit Date: 01/28/2022 08:30
 Scheduled Provider: Viloria-Grageda, MD, Marlies

* Final Report *

Chief Complaint

BEH Chief Complaint: Depression, Other: poor concentration, poor motivation

History of Present Illness

Patient is a 62 yo male with Adjustment Disorder with mixed anxiety and depression, PTSD initially seen on 1/14/22. He has h/o HTN, COPD, Prostate cancer, S/P MVA-2x, with cervical radiculopathy, sensorimotor neuropathy, shoulder impingement syndromes, rotator cuff tear. He saw Neurologist yesterday and being referred to hand specialist, has severe Carpal Tunnel Syndrome. He will be seeing a radiologist to decide on radiation treatment for prostate cancer. Patient was placed on Escitalopram 10 mg to help with depression and he reports some improvement. However, he is still depressed, with no motivation, low interest, poor energy and appetite. He still has flashbacks and nightmares of accident but less than before. He is sleeping well now with Trazodone 50 mg at bedtime.

Scales/Scores

PHQ9-positive for depression, denies thought of better off dead or hurting self

Review of Systems

Neurological: Numbness, Other: tingling in both hands,
 Integumentary: No complaints
 HEENT: No complaints
 Cardiovascular: No complaints
 Respiratory: No complaints
 Psychiatric: Depression
 Constitutional: Fatigue
 Gastrointestinal: No complaints
 Musculoskeletal: Back pain, Neck pain, Other: shoulders and hands pain
 Reproductive: N/A
 Immunologic: ROS BH: No complaints
 Eyes ROS BH: No complaints
 Hematologic/Lymphatic ROS BH: No complaints
 Endocrine-ROS BH: No complaints

Pain Assessment Information

Pain Present: neck, shoulder, back pain and numbness, tingling and pain on both hands

Exam

No vitals or measurement results available for this patient
 BEH Consciousness: Alert
 BEH Orientation: Well Oriented in all Spheres
 BEH Appearance: Other: phone visit only
 BEH Mood Per Self Report: Depressed
 BEH Affect: Full Range
 BEH Relatedness/Rapport: Other: easily engaged
 BEH Insight: Adequate
 BEH Judgement: Adequate
 BEH Thought Content: Conversationally appropriate
 BEH Thought Process: Logical and Coherent
 BEH Speech: Spontaneous and well articulated with average rate and volume

Past Behavioral Health History

No qualifying data available.

Problem List/Past Medical History

Ongoing
 Adjustment disorder with mixed anxiety and depressed mood
 Allergic rhinitis
 Back spasms
 Carpal tunnel syndrome
 Cervical radiculopathy
 Cervical somatic dysfunction
 Cervical spinal stenosis
 Cervical stenosis of spine
 Complete rotator cuff tear of left shoulder
 Depression
 Erectile dysfunction
 Heart failure with reduced ejection fraction
 History of COPD
 Hypercholesterolemia
 Hypertension
 Impingement syndrome of right shoulder
 Insomnia
 Lumbar herniated disc
 Motor vehicle accident
 Neck pain
 Numbness and tingling of upper extremity
 Obesity
 Other cervical disc displacement at C4-C5 level
 Other cervical disc displacement at C5-C6 level
 Other cervical disc displacement at C6-C7 level
 Paresthesia of hand, bilateral
 Prostate cancer
 Prostatitis
 PTSD (post-traumatic stress disorder)
 Sensorimotor neuropathy
 Shoulder pain, right
 Somatic dysfunction of lumbar region
 Somatic dysfunction of thoracic region
 Somatic dysfunction of upper extremity
 Spondylosis of cervical spine
 Temporomandibular joint (TMJ) pain
 Upper back pain

EXHIBIT - 2